



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BOHOL 1ST DISTRICT ENGINEERING OFFICE
Tagbilaran City, Bohol, Region VII

INVITATION TO BID

The Department of Public Works and Highways Bohol First District Engineering Office, through its Bids and Awards Committee (BAC) for Goods, invites suppliers to submit bids for the following Contract:

| | |
|---|--|
| Contract Name | Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum) |
| Contract ID | 24GHA0007 |
| Brief Description of Goods to be Procured | Material for use in the premix patching and joint/crack sealing of pavement on National Roads within the district |
| Contract Location | DPWH Bohol 1st – District Engineering Office, Tagbilaran City |
| Contract Duration | 30 C.D. |
| Approved Budget for the Contract (ABC) | Php 3,266,629.00 |
| Source of Funds | Maintenance Fund |

The BAC is conducting the public bidding for this Contract in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations (IRR).

Bidders should have completed, within from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section IV. Instructions to Bidders.

To be eligible to bid for this Contract, a supplier must meet the following major requirements:

- Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for exclusive economic zones or areas;
- Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- Filipino citizen or 60% Filipino-owned partnership/corporation;
- Completion of at least two(2) similar contracts and the aggregate contract amount should be equivalent to at least 25% of the ABC within five(5) years and the largest of these similar contracts must be equivalent to at least 25% of the ABC;
- and Net Financial Contracting Capacity (NFCC) at least equal to the ABC or in lieu of the NFCC computation, a committed line of credit (CLC) specific to the contract to be bid from a universal or commercial bank,
- In lieu of the Class "A" Documents stipulated under Section 8.5.2 of the 2016 Revised IRR of RA 9184, the bidder must provide their valid and updated PhilGEPS Certificate of Platinum Registration and Membership in compliance to GPPB Resolution No. 15 series of 2021.

The DPWH will use non-discretionary "pass/fail" criteria in the eligibility check, preliminary examination of bids, evaluation of bids, post-qualification, and award.

If at the time of the post-qualification procedure, the BAC verifies that any of the deficiencies is due to the bidders fault or negligence pursuant to 34.3(b)(iii) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (2016 RIRR of RA 9184), the BAC shall disqualify the bidder from the award without any right to reimburse fees and incidental cost paid for the procurement of the contract subject of the Bid.

| Activity | Date & Time | Place |
|--|---|---|
| 1. Issuance/Downloading of Bidding Documents | August 15, 2024 – September 3, 2024 | Hard Copies at Procurement Office, 2 nd Floor, DPWH Bohol 1 st District Engineering Office, Tagbilaran City, Bohol. Downloadable from DPWH Website www.dpwh.gov.ph and philGEPS website www.philgeps.gov.ph |
| 2. Pre-Bid Conference | 10:00AM of August 22, 2024 | Procurement Office, 2 nd Floor, DPWH Bohol 1 st District Engineering Office, Tagbilaran City, Bohol; Youtube stream @DPWH.Bohol1DEO |
| 3. Buying of Bid Documents Deadline | Deadline: 9:00AM of September 03, 2024 | Procurement Office, 2 nd Floor, DPWH Bohol 1 st District Engineering Office, Tagbilaran City, Bohol |
| 4. Receipt of Bids By the BAC | Deadline: 09:30AM of September 03, 2024 | Procurement Office, 2 nd Floor, DPWH Bohol 1 st District Engineering Office, Tagbilaran City, Bohol |
| 5. Opening of Bids | 10:00AM of September 03, 2024 | Procurement Office, 2 nd Floor, DPWH Bohol 1 st District Engineering Office, Tagbilaran City, Bohol; Youtube stream @DPWH.Bohol1DEO |

Bidders shall pay the BAC an applicable fee of in the amount of **Php 5,000.00** for the Bidding Documents, upon securing hard copies of the Documents. Bidders that downloaded the Documents from the DPWH/PhilGEPS website shall pay the fee upon submission of their bids. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instruction to Bidders.

The Department of Public Works and Highways, Bohol Ist District Engineering Office reserves the right to accept or reject any bid and to annul the bidding process any time before the Contract Award, without incurring any liability to the affected bidders.

Any request for additional information concerning this bidding shall be directed to the following.
For further information, please refer to:

ILUMINTEOFE C. ECHAVIA

BAC Chairman
Department of Public Works and Highways
(038)422-8317 Local 62023

MARY NOELINE F. RACINES

Engineer III, - Head Procurement Unit /Head
BAC Secretariat
Procurement Office, DPWH Bohol 1st DEO
Tagbilaran City, Bohol
(038)422-8317 Local 62030
Email : racines.mary_noeline@dpwh.gov.ph

Approved by:


ILUMINTEOFE C. ECHAVIA
BAC Chairman

Dates of Publication : **August 15, 2024 – September 03, 2024**
Posted in the **DPWH Website and PhilGeps**

Department of Public Works and Highways

Contract ID: 24GHA0007

Contract Name: Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)

Location of the Project: DPWH Bohol 1st – District Engineering Office, Tagbilaran City, Bohol

SUMMARY OF BID PRICES

| Part No. | Part Description | Total Amount |
|---|--|--------------|
| 1. | Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) | |
| 2. | Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum) | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL BID AMOUNT | | |
| | | |
| TOTAL BID AMOUNT | | Php |
| Total of All Amounts in Words: _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |
| _____ and _____ | | Centavos |
| _____ | | |

Name _____ in the capacity of _____

Signed _____ Date _____

Duly Authorized to sign the Bid for and on behalf of _____

Department of Public Works and Highways

Contract ID 24GHA0007
 Contract Name Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)
 Location of the Project DPWH Bohol I - District Engineering Office, Tagbilaran City, Bohol

BILL OF QUANTITIES

| Pay Item No. | Description | Unit | Quantity | Unit Price (Pesos) | Amount (Pesos) |
|--------------|---|------|----------|--------------------|-----------------|
| 1 | Bituminous Concrete Surface Wearing Course Hot-Laid, 50mm | M.T. | 100.00 | In words: Pesos | In Figures: Php |
| | | | | | |
| | | | | | |
| | | | | In Figures: Php | |
| | | | | | |
| | | | | | |
| 2 | Asphalt Emulsified Cationic SS-1 200 ltrs./drum | Drum | 70.00 | In words: Pesos | In Figures: Php |
| | | | | | |
| | | | | | |
| | | | | In Figures: Php | |
| | | | | | |
| | | | | | |
| Grand-Total | | | | In words: Pesos | In Figures: Php |
| | | | | | |
| | | | | In Figures: Php | |

DPWH-INFRA-17-2016

Page 1

Submitted by:

 Name and Signature of Bidder

 Position

Date:

PRODUCTION AND DELIVERY SCHEDULE

Upon receiving the Purchase Order from the procuring agency,

_____ will start

production/stocking of the items listed in the Purchase Order. The schedule of delivery to the project will follow in conformity to the items and conditions stipulated in the Purchase Order.

Proprietor

Contract ID: 24GHA0007

Contract Name: Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)

Contract Location: DPWH Bohol 1 – D.E.O.

Technical Specifications Proposal

| Item/Lot No. | DPWH Specification | Bidder's Specification/Statement of Compliance (Specify Brand Name of Offered Product/s) |
|--------------|---|--|
| | <p>Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm)</p> <p>Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)</p> | <p>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 Error! Reference source not found. and/or GCC Clause Error! Reference source not found..</p> |
| | | |

(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.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification 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: _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, 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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

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

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

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

6. *[Select one, delete the rest:]*

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

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) 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)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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]

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods 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
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BOHOL 1ST DISTRICT ENGINEERING OFFICE
Tagbilaran City, Bohol, Region VII

BIDDING DOCUMENTS

FOR

24GHA0007

CONTRACT NAME: *Purchase of Bituminous Concrete Surface
Wearing Course, Hot-Laid (50mm) and Asphalt
Emulsified Cationic SS-1 (200 Ltrs./Drum)*

CONTRACT LOCATION: *DPWH Bohol 1st – District Engineering
Office, Tagbilaran City, Bohol*

Date of Opening of Bids: *September 03, 2024*

Start Date for Issuance
of Bidding Documents: *August 15, 2024 – September 03, 2024*

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ANNEX IVA-1

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables interested Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- a. Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of the advertisement, provided that this requirement for advertisement shall not apply to contracts with an ABC of Ten Million Pesos (P 10 Million) or below each;
- b. Posted continuously on the DPWH website www.dpwh.gov.ph, the Government Electronic Procurement System (PhilGEPS) website www.philgeps.gov.ph, and the website prescribed by the concerned foreign government/foreign or international financing institution (IFI), if applicable, for seven (7) calendar days starting on the date of advertisement of the IB; and
- c. Posted at any conspicuous place reserved for this purpose in the premises of the DPWH Procuring Entity concerned, as certified by the head of the Bids and Awards Committee (BAC) Secretariat for seven (7) calendar days starting on the date of advertisement of the IB.

The IB shall indicate the following:

- a. Contract name, location, and project background including a brief description of the goods and services to be procured.
- b. The name, identification and number of packages, lots, or items specific to the bidding, as well as the basis of evaluation of the packages, lots, or items, where applicable.
- c. Approved Budget for the Contract (ABC) for the package, lot, or item to be bid.
- d. Source of funding.
- e. Contract duration/delivery date.
- f. Statement that the bidding is conducted in accordance with RA 9184 and its Implementing Rules and Regulations (IRR).
- g. General statements of the criteria to be used for the eligibility check, examination and evaluation of bids, post-qualification, and award.

- h. Date, time, deadline, and place for the issuance/downloading of Bidding Documents, Pre-Bid Conference, submission, receipt and opening of eligibility and bids requirements.
- i. The place, date, time, and website where the Bidding Documents may be secured or downloaded and where required, the price of the Bidding Documents.
- j. Reservation Clause, to accept/reject any/all bids or annual the bidding process.
- k. Name, address, telephone number, fax number, email and website addresses of the DPWH Procuring Entity and its designated contact person.
- l. A statement that electronic bidding is available for the procurement opportunity, if applicable
- m. Other necessary information as determined by the Procuring Entity.

The IB should be incorporated into the contract-specific Bidding Documents (BDs). The information contained in the IB must be consistent with the other parts of the BDs, including the Instructions to Bidders (ITB) and the Bid Data Sheet (BDS).

For foreign-assisted projects, the Invitation to Bid to be used is provided in Annex IV-A9
Foreign-Assisted Projects.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BOHOL FIRST DISTRICT ENGINEERING OFFICE
Tagbilaran City, Bohol, Region VII

INVITATION TO BID

FOR

24GHA0007 – Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)

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Contract Location: **DPWH Bohol 1st – District Engineering Office, Tagbilaran City, Bohol**

Brief Description of Goods to be Procured:

- **Material for use in the premix patching and joint/crack sealing of pavement on National Roads within the district**

Approved Budget for the Contract (ABC): PhP **3,266,629.00**

Source of Funds: **Maintenance Fund**

Delivery Date of Goods/Contract Duration of Service: **30 CD**

The BAC is conducting the public bidding for this Contract in accordance with RA 9184 and its Implementing Rules and Regulations.

Bidders should have completed, within from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section IV. Instructions to Bidders.

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- (e) Completion of at least two (2) similar contracts and the aggregate contract amount should be equivalent at least 25% of the ABC within five (5) years and the largest of these similar contracts must be equivalent to at least 25% of the ABC;
- (f) Net Financial Contracting Capacity (NFCC) at least equal to the ABC or in lieu of the NFCC computation, a committed line of credit (CLC) specific to the contract to be bid from a universal or commercial bank; and
- (g) In lieu of the Class "A" Documents stipulated under Section 8.5.2 of the 2016 Revised IRR of RA 9184, the bidder must provide their valid and updated PhilGEPS Certificate of Platinum Registration and Membership in compliance to GPPB Resolution No. 15 series of 2021.

The DPWH will use non-discretionary "pass/fail" criteria in the eligibility check, preliminary examination of bids, evaluation of bids, post-qualification, and award.

If at the time of the post-qualification procedure, the BAC verifies that any of the deficiencies is due to the bidder's fault or negligence pursuant to 34.3(b)(iii) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (2016 RIRR of RA 9184), the BAC shall disqualify the bidder from the award without any right to reimburse fees and incidental cost paid for the procurement of the contract subject of the Bid.

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

| Activity | Time | Place |
|--|---|---|
| 1. Pre-Procurement Conference | N/A | N/A |
| 2. Issuance/Downloading of Bidding Documents | August 15, 2024 to September 03, 2024 | Hard Copies at BAC Secretariat/Procurement Unit Office, 2 nd Floor DPWH, Bohol 1st District Engineering Office, Tagbilaran City. Downloadable from DPWH Website www.dpwh.gov.ph and PhilGEPS website www.philgeps.gov.ph |
| 3. Pre-Bid Conference | 10:00AM of August 22, 2024 | BAC Secretariat/Procurement Unit Office, 2 nd Floor DPWH, Bohol 1st District Engineering Office, Tagbilaran City, Bohol; Youtube stream: @DPWH.Bohol1DEO |
| 4. Buying of Bid Documents deadline | Deadline: 9:00AM of September 03, 2024 | BAC Secretariat/Procurement Unit Office, 2 nd Floor DPWH, Bohol 1st District Engineering Office, Tagbilaran City |
| 5. Receipt of Bids By the BAC | Deadline: 09:30AM of September 03, 2024 | BAC Secretariat/Procurement Unit Office, 2 nd Floor DPWH, Bohol 1st District Engineering Office, Tagbilaran City |
| 6. Opening of Bids | 10:00AM of September 03, 2024 | BAC Secretariat/Procurement Unit Office, 2 nd Floor DPWH, Bohol 1st District Engineering Office, Tagbilaran City; Youtube stream: @DPWH.Bohol1DEO |

Bidders shall pay the BAC an applicable fee of in the amount of **P 5,000.00** for the Bidding Documents, upon securing hard copies of the Documents. Bidders that downloaded the Documents from the DPWH website shall pay the fee upon submission of their bids. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instruction to Bidders.

The Department of Public Works and Highways **Bohol 1st District Engineering Office** reserves the right to accept or reject any bid and to annul the bidding process any time before the Contract award, without incurring any liability to the affected bidders. Any requests for additional information concerning this bidding shall be directed to the following:

ILUMINTEOFE C. ECHAVIA

BAC Chairman
Department of Public Works and Highways
Bohol 1st District Engineering Office
Tagbilaran City, Bohol
(038)422-8317 Local 62023

MARY NOELINE F. RACINES

Engineer III
Head Procurement Unit/Head BAC Secretariat
DPWH Bohol 1st District Engineering Office
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Approved by:

ILUMINTEOFE C. ECHAVIA (Sgd.)

BAC Chairman

Dates of Publication : **August 15, 2024 to September 03, 2024**

Posted in the DPWH Website and PhilGEPS

ANNEX IVA-2

Section II. Instruction to Bidders

This Section of the **Bidding Documents (BDs)** provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the DPWH Procuring Entity. It also provides information on the Bid submission, opening, and evaluation, post-qualification, and award of contract.

The provisions of this Section are to be used unchanged. **Annex IVA-3: Bid Data Sheet (BDS)** consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section, and that are specific to each particular contract to be procured.

Matters governing the performance of the Supplier, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under **Annex IVA-4: General Conditions of Contract (GCC)**, and/or **Annex IVA-5: Special Conditions of Contract (SCC)**.

INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the DPWH Procuring Entity) wishes to receive bids for the supply and delivery of goods as described in) (hereinafter referred to as the "Goods").
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 0.

2. Source of Funds

The Procuring Entity has an Approved Budget for the Contract (ABC) budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, the DPWH Procuring Entity as well as bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the DPWH Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceeding or investigation of the DPWH Procuring Entity or any foreign government/foreign or international financial institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceeding or investigation or from pursuing such proceeding or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the DPWH Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing or, or in executing, a Contract.
- 3.2 The DPWH will also seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).
- 3.3 Furthermore, the Funding Source and the DPWH Procuring Entity reserves the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a particular contract, themselves or through independent auditors as provided in GCC Clause 3.

4. Conflict of Interest

- 4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid;
 - (g) A bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project
 - (h) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
 - (i) If a consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such consultant includes relevant information on such relationships along with a statement in the technical proposal cover letter to the effect that the consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the project (including bidding for any part of the future project). The

contract with consultant selected to undertake the project shall contain an appropriate provision to such effect;

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder (DPWH-G&S-17) that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1 Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). Filipino ownership shall be based on the contribution of each of the members of the joint venture as specified in the joint venture agreement (JVA);

- 5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When provided for under any Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR;
 - (b) When the foreign supplier is a citizen, corporations, or association 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;
 - (c) When the Goods sought to be procured are not available from local suppliers at the prescribed minimum specification and/or ABC;
 - (d) When there is a need to prevent situations that defeat competition or restrain trade; or
 - (e) If despite the availability of the goods sought to be procured, no local supplier is interested to participate in the procurement process.
- 5.3 Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the DPWH Procuring Entity.
- 5.4 Unless otherwise provided in the **BDS**, the Bidder must have completed, a single contract that is similar to the contract to be bid, through a statement of the Bidder's single largest contract (SLCC) and whose value adjusted to current prices using the Philippine Statistical Authority consumer price index, must be at least fifty percent (50%) of the ABC stated in the **BDS**. In the case of Expendable Supplies, said single contract must be at least twenty five percent (25%) of the ABC.
- 5.5 For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause (I)(iii).
- 5.6 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must at least be equal to the ABC to be bid, calculated as follows.

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for to be bid.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS), which refers to the values of the current assets and current liabilities reflected in the domestic bidder's annual income or

business tax return and Audited Financial Statements (AFS) filed through the EFPS.

- 5.7 In lieu of the NFCC computation, a committed line of credit (CLC) specific to the contract to be bid from a universal or commercial bank, which must be at least equal to ten percent (10%) of the ABC of the contract to be bid. If the CLC is issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause (m)(iii). (DPWH-G&S-17)

- 6.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents and to comply with the responsibilities of a bidder provided in this SBD;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 0.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture or a duly notarized Special Power of Attorney in case of Sole Proprietorship;

- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.
- (k) Certifying under oath that it did not give or pay any, 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 or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5 The DWPH Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the DWPH Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8 The Bidder should note that the DPWH Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 0.

8. SubContracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract a material of significant portion of the Goods which must not exceed twenty percent (20%) of the contract price. The **BDS** shall specify what are considered as significant/material components. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2 Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the DPWH Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3 The Bidder shall disclose all subcontracting arrangements at the time of bidding and sub-suppliers shall be identified in the Bid submitted. The Bidder shall include the required documents as part of the technical component of its bid.
- 8.4 Any subcontracting arrangements made during project implementation and not disclosed at the time of the bidding shall not be allowed. The subcontracting arrangement shall not relieve the supplier of any liability or obligation under the contract. Moreover, sub-suppliers are obliged to comply with the provisions of the contract and shall be jointly and severally liable with the principal supplier, in case of breach thereof, in so far as the portion of the contract subcontracted to it is concerned.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1 (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents. If the DPWH Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the DPWH Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

- 9.3 Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1 Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the DPWH Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2 Supplemental/Bid Bulletins may be issued upon the DPWH Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the DPWH Procuring Entity, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 0.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DPWH Procuring Entity, shall be written in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by an accurate translation of the documents in English as certified by the appropriate embassy or consulate in the Philippines, in which case shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class “A” Documents:

- (i.) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii.) Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for exclusive economic zones or areas;
- (iii.) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**; 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 Statement identifying the bidder's single largest completed contract (SLCC) similar to the contract to be bid, within the relevant period as provided in the BDS.

The statement shall include, for each contract, the following:

- (iii.1) name of the contract;
- (iii.2) date of the contract;
- (iii.3) kinds of Goods
- (iii.4) amount of contract and value of outstanding contracts;
- (iii.5) date of delivery; and
- (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv.) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v.) NFCC computation in accordance with ITB Clause 0; and
- (vi.) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Class "B" Documents –

- (vii.) If applicable, the 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.

(b) Technical Documents –

- (i.) Bid Securing Declaration or any form of bid security in accordance with **ITB** Clause 0. If the DPWH Procuring Entity requires the bidder to submit the bid security in the form of:
 - (i.1) cash or cashier's/manager's check issued by a Universal or Commercial Bank; or
 - (i.2) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.3) a surety bond, callable upon demand accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii.) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii.) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 0 and 0;
 - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 0, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required

by the DPWH procuring entity, payment could be made upon the submission of bids.

- (ii) The DPWH procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The DPWH procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The DPWH procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The DPWH procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

(a) For Goods offered from within the Philippines:

- (i) The price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex-works or ex-factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (i.3) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (i.4) 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 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, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 0.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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.
- 16.2. If so allowed in accordance with **ITB** Clause 0, the DPWH Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the DPWH Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1 The DPWH Procuring Entity shall prescribe in the BDS the acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration and at least one (1) other form, the amount of which shall be equal to a percentage of the ABC in accordance with the following schedule:

| Form of Bid Security | Amount of Bid Security (Equal to Percentage of the ABC) |
|--|---|
| (n)Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Two percent (2%) |

| | |
|---|---|
| (o) 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. | |
| (p) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Five percent (5%) |
| (q) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

- 18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3 No bid securities shall be returned to bidders after the opening of bids and before contract signing, except those that failed or were declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice to its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 0.
- 18.4 Upon signing and execution of the contract pursuant to **ITB** Clause 0, and the posting of the performance security pursuant to **ITB** Clause 0, the successful Bidder's bid security will be released, but in no case later than the bid security validity period as indicated in the **ITB** Clause 0.
- 18.5 The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 0;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 0;
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 0;
 - (iv) submission of eligibility requirements containing false information or falsified documents;

- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (xiii) fails to sign the contract in accordance with **ITB** Clause 0; or
 - (xiv) fails to furnish performance security in accordance with **ITB** Clause 0.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 0 in one (1) sealed bid envelope. The envelope shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 0, and the financial component of the bid.

- 19.2 Forms as mentioned in **ITB** Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the envelope as described in **ITB** Clauses 0 and 0 and two (2) photocopies. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 0 in the sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2 Each copy of the envelope shall be similarly sealed duly marking the inner envelope as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4 All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the DPWH Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 0.
- 20.5 If bids are not sealed and marked as required, the DPWH Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the DPWH Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the DPWH Procuring Entity, pursuant to **ITB** Clause 0, shall be declared "Late" and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the DPWH Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the DPWH Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 0 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 05, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the envelope containing the Eligibility and Technical Component of the Bid in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 0 to determine compliance with the eligibility and technical requirements. For this purpose, the BAC shall check the submitted documents of each bidder against

a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the eligibility and technical component as "passed".

- 24.2. Unless otherwise specified in the BDS, immediately after determining compliance with the eligibility requirements, the BAC shall forthwith open the technical proposal of each remaining eligible bidder whose eligibility requirements was rated "passed". In case one or more of the requirements in the technical proposal of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 0, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the DPWH Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause (1), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause (1) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses (1)(i) and (1)(ii). Submission of documents required under **ITB** Clauses (1)(iii) to (1)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed

Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

- 24.8. The DPWH Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the DPWH Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the DPWH Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least sixty percent (60%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The DPWH Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 0, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The DPWH Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
 - (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the

Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the DPWH Procuring Entity; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The DPWH Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The DPWH Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 0, and 0.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
 - (a) Latest income and business tax returns in the form specified in the **BDS**;
 - (b) Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that the participating bidder should register with the PhilGEPS prior to bidding; and
 - (c) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 0 and 0, as well as other information as the DPWH Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the DPWH Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the DPWH Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the DPWH Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the DPWH Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the DPWH Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the DPWH Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the DPWH Procuring Entity.

30.3. In addition, the DPWH Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 0, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the DPWH Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the DPWH Procuring Entity.

- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Posting of the performance security in accordance with **ITB** Clause 0;
 - (c) Signing of the contract as provided in **ITB** Clause 0; and
 - (d) Approval by higher authority, if required.
- 31.2. At the time of contract award, the DPWH Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the DPWH Procuring Entity notifies the successful Bidder that its bid has been accepted, the DPWH Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the DPWH Procuring Entity.
- 32.3. The DPWH Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security;
 - (f) Credit line in accordance with **ITB** Clause 0, if applicable;
 - (g) Notice of Award of Contract and winning bidder's "Conforme"; and
 - (h) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall prescribe at least two (2) acceptable forms of the performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the DPWH Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|--|
| (r) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five percent (5%) |
| (s) 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. | |
| (t) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) |
| (u) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the DPWH Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the DPWH Procuring Entity shall issue its Notice to Proceed to the Bidder.

34.2. The contract effectivity date shall be provided in the Notice to Proceed by the DPWH Procuring Entity

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB) and must be prepared for each particular contract to be procured. The BDS provides the information specific to the Contract.

The DPWH Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the contract, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1.1 | <p>The Procuring Entity is <i>DPWH Bohol 1st – District Engineering Office</i></p> <p>The scope of the Goods/Services required under this Contract is</p> <ul style="list-style-type: none"> <i>Material for use in the premix patching and joint/crack sealing of pavement on National Roads within the district.</i> |
| 1.2 | <p>The lot(s) and reference is/are:</p> <p><i>The Contract Name is <u>Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)</u></i></p> <p><i>The Contract ID <u>24GHA0007.</u></i></p> |
| 2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <u>Maintenance Fund</u> in the amount of <i>P 3,266,629.00.</i></p> <p>The name of the Project is: <u>Purchase of Bituminous Concrete Surface Wearing Course, Hot-Laid (50mm) and Asphalt Emulsified Cationic SS-1 (200 Ltrs./Drum)</u></p> <p><i>The procurement is short of award until the release of the augmentation fund for the Maintenance Section.</i></p> |
| 3.1 | No further instructions. |
| 5.1 | No further instructions. |
| 5.2 | None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project. |
| 5.4 | <i>For the procurement of Expendable Supplies:</i> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause (I)(iii), a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC. |

| | |
|--------------|--|
| | <p>For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of the provisions of Section 23.5.1.3 of the IRR of RA 9184 will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: <i>In view of the determination by the Procuring Entity that imposition of the provisions of Section 23.5.1.3 of the IRR of RA 9184 will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</i></p> <p>a) <i>Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of Non-expendable Supplies and Services or twenty-five percent (25%) in the case of Expendable Supplies of the ABC for this Project; and</i></p> <p>b) <i>The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</i></p> <p><i>For this purpose, similar contracts: No further instructions.</i></p> |
| 7 | Subcontracting is not allowed. |
| 9.1 | <p>The Procuring Entity will hold a Pre-Bid Conference for this Project on August 22, 2024 at 10:00a.m. at Procurement Office, DPWH Bohol I – D.E.O., and via Youtube Channel: https://www.youtube.com/channel/UCTTLnD5aHHEpmRL6leOGriQ which shall be open to prospective bidders and online viewers.</p> |
| 11.1 | <p>The Procuring Entity's address is: ENGR. ILUMINTEOFE C. ECHAVIA BAC Chairman 2nd Floor DPWH, Bohol 1st District Engineering Office Dao District, Tagbilaran City, Bohol Tel. No. (038) 422 8317</p> |
| 12.1 (a) | In lieu of the Class "A" Documents stipulated under Section 8.5.2 of the 2016 Revised IRR of RA 9184, the bidder must provide their valid and updated PhilGEPS Certificate of Platinum Registration and Membership in compliance to GPPB Resolution No. 15 series of 2021. |
| 12.1 (a)(ii) | <p>(i.) Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for exclusive economic zones or areas;</p> <p>A recently expired Mayor's permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the Implementing Rules and Regulations (IRR) of the Revised 2016 R.A. 9184.</p> |

| | |
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| 12.1 (a)(iii) | The statement of all ongoing government and private contracts shall include all such contracts within <u>five (5) years</u> prior to the deadline for the submission and receipt of bids. |
| 12.1 (a)(v) | NFCC or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC |
| 13.2 | The ABC is <u>P 3,266,629.00.</u> Any bid with a financial component exceeding this amount shall not be accepted. |
| 0 | No incidental services are required. |
| 16 | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos. |
| 16.3 | N/A |
| 17 | Bids will be valid until <i>December 31, 2024.</i> |
| 18 | <p>The bid security shall be in the following amount:</p> <p>The amount of <u>P 65,332.58</u> (2% of ABC), if bid security is in cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>The amount of <u>P 163,331.45</u> (5% of ABC) if bid security is in Surety Bond; or</p> <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> |
| 18.2 | The bid security shall be valid until <i>December 31, 2024.</i> |
| 19.3 | Each Bidder shall submit <i>one (1)</i> original and <i>two (2)</i> copies of the first and second components of its bid. |
| 20.4 | <p>The address for submission of bids is:</p> <p><i>Department of Public Works and Highways Bohol 1st District Engineering Office Dao District, Tagbilaran City, Bohol</i></p> <p>The deadline for submission of bids is: <i>September 03, 2024 @ 9:30 A.M.</i></p> |
| 21 | <p>The place of bid opening is:</p> <p><i>Department of Public Works and Highways Bohol 1st District Engineering Office Dao District, Tagbilaran City, Bohol</i></p> <p>The date and time of opening bids is: <i>September 03, 2024 @ 10:00 A.M.</i> and shall be streamed via our Youtube Channel: https://www.youtube.com/channel/UCTTLnD5aHHEpmRL6IeOGrjQ</p> |

| | |
|---------|--|
| 24.2 | No further instructions. |
| 0 | <p><i>If applicable, adopt the following provision:</i></p> <p>Grouping and Evaluation of Lots -</p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>Option 1 - Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i></p> <p><i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p><i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i></p> <p><i>Select one of the following paragraphs and delete the other:</i></p> <p>The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p><i>Or</i></p> <p>All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>N/A</p> |
| 29.2(a) | <p><i>The Bidders have an option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> |
| 29.2(c) | <i>List licenses and permits relevant to the Project and the corresponding law requiring it. (N/A)</i> |
| 29.3 | <i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity. (N/A)</i> |
| 31 | <p>The Notice of Award shall be issued to the Lowest Calculated Responsive Bid (LCRB) upon receipt of the release of the augmentation fund for the maintenance section.</p> <p>In all instances, the HoPE has the authority to exercise the reservation clause under Section 41 of RA No. 9184, which grants the HoPE the right not to award the contract if, for any justifiable and reasonable ground, the award of the contract will not redound to the benefit of the government.</p> <p>PEs shall not award contracts for Procurement Projects requiring Special Allotment Release Order or Sub-Allotment Release Order until the same has been issued, secured or released.</p> |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC such as the DPWH Central/Regional or District Engineering Offices.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the DPWH Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the DPWH Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or DPWH Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the DPWH Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the DPWH Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The DPWH Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the DPWH Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the DPWH Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the DPWH Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

is issued by the DPWH Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the DPWH Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the DPWH 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 the forms prescribed in the **ITB** Clause 0.
- 13.2. The performance security posted in favor of the DPWH Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the DPWH Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the DPWH Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the DPWH Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the DPWH Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the DPWH Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the DPWH Procuring Entity and shall be returned (all copies) to the DPWH Procuring Entity on completion of the Supplier's performance under this Contract if so required by the DPWH Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the technical specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The DPWH Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** shall specify what inspections and/or tests the DPWH 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the DPWH Procuring Entity. The Supplier shall provide the DPWH Procuring Entity with results of such inspections and tests.
- 16.3. The DPWH Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the DPWH Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The DPWH Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the DPWH Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the DPWH Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the DPWH Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The DPWH Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the DPWH Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the DPWH Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the DPWH Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the DPWH Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the DPWH Procuring Entity in writing of the fact of the delay, its likely duration

and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the DPWH Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the DPWH Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the DPWH Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the DPWH Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DPWH Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the DPWH Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and the DPWH Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the DPWH Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the DPWH Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the DPWH Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the DPWH Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The DPWH Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the DPWH Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the DPWH Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the DPWH Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the DPWH Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the DPWH Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the DPWH Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The DPWH Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DPWH Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The DPWH Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the DPWH Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the DPWH Procuring Entity may elect:
 - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the DPWH Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the DPWH Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The DPWH Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
 - (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
 - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the DPWH Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The DPWH Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the DPWH Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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 DPWH Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the DPWH Procuring Entity, the Philippines, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1.1(g) | The Procuring Entity is <i>DPWH Bohol 1st District Engineering Office.</i> |
| 1.1(i) | The Supplier is <i>[to be inserted at the time of contract award]</i> . |
| 1.1(j) | The Funding Source is The Government of the Philippines (GOP) through <u>Maintenance Fund</u> in the amount of <i>P 3,266,629.00.</i> |
| 1.1(k) | The Project Site is <i>DPWH Bohol I – District Engineering Office, Tagbilaran City, Bohol</i> |
| 5.1 | The Procuring Entity's address for Notices is: <i>Department of Public Work and Highways Bohol 1st District Engineering Office Dao District, Tagbilaran City, Bohol Tel. No. (038) 422-8317</i> |
| 6.2 | <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 "The delivery terms applicable to this Contract are delivered to DPWH Bohol 1st District Engineering Office, Dao, District, Tagbilaran City, Bohol. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> |

| | |
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| | <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <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> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
|--|---|

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:

- 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 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 spares for the Goods for a period of 3 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *one (1)* 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.

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| | <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>Insurance -</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</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 <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent 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> |
| 10.4 | Not applicable |
| 13.4(c) | "No further instructions". |
| 16.1 | The inspections and tests that will be conducted are: <i>N/A</i> . |
| 17.3 | <p><i>The supplier is required to provide one (1) year warranty for parts and onsite labor from the date of the Inspection and Acceptance Report;</i></p> <p><i>for Goods pertaining to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier;</p> <p><i>for Goods pertaining to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> |
| 17.4 | The period for correction of defects in the warranty period is <i>3 months</i> . |
| 21.1 | No additional provision |

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.

[illegible]

(Signature Over Printed Name of
Authorized Representative)

(Designation)

(Name of Bidder)

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 DPWH 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) 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 DPWH 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 DPWH Procuring Entity during contract execution.

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

Technical Proposal

| Item/ Lot No. | DPWH Specification | Bidder's Specification/Statement of Compliance (Specify Brand Name of Offered Product/s) |
|---------------------|--------------------|--|
| | | <p>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).</p> |
| | | |
| | | |
| | | |
| | | |

(Name of Bidder)

(Signature Over Printed Name of
Authorized Representative)

(Designation)

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the Bid Form and Price Schedules in accordance with ITB Clause 0 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Entity, pursuant to ITB Clause 0.

The Contract Agreement Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security Form and Bank Guarantee Form for Advance Payment should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with ITB Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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| BID SECURING DECLARATION | (Pls. see attached file) |

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid¹ Number . 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) |
| | | | | | | | | |

¹ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder_____. Invitation to Bid² Number Page . of

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|---|---|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Cost of local labor, raw material, and component ² | Total price EXW per item (cols. 4 x 5) | Unit prices per item final destination and unit price of other incidental services | Sales and other taxes payable per item if Contract is awarded | Total Price delivered Final Destination (col 8 + 9) x 4 |
| | | | | | | | | | |

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

Contract Agreement Form

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, viz., *[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]* (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

BID FORM (FINANCIAL PROPOSAL)

PRICE SCHEDULE FOR GOODS OFFERED

Date of Bid Opening:;

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------------|-------------|-----|----------|------------------|--------------------------------|-------------------|
| Item No. | Description | ABC | Quantity | Unit Cost (Peso) | Total Cost (Peso) ³ | Delivery Schedule |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| Total Amount of Bid: | | | | | | |
| (in words) (in figure) | | | | | | |

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.

STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE

Business Name:

Business Address:

| Name of Contract /Project Cost | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | Bidder's Role | | a. Amount at Award b. Amount at Completion c. Duration | a. Date Awarded b. Contract Effectivity c. Date Completed |
|--------------------------------|--|----------------|---------------|---|--|---|
| | | | Description | % | | |
| Government | | | | | | |
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Note: This statement shall be supported with:

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

Submitted by: _____
(Printed Name and Signature)

Designation: _____
Date: _____

Section IX. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

This Section is intended to assist the DPWH Procuring Entity in providing the specific information for foreign-assisted projects of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank.

- (a) If the Funding Source is ADB, the DPWH Procuring Entity should use the ADB Bid Data Sheet and the ADB Special Conditions of Contract..
- (b) If the Funding Source is JICA, the DPWH Procuring Entity should use Section III. Bid Data Sheet and Section V. Special Conditions of Contract, both of the GOP.
- (c) If the Funding Source is World Bank, the DPWH Procuring Entity should use the World Bank Bid Data Sheet and the Section V. Special Conditions of Contract of the GOP.

The DPWH Procuring Entity shall use these PBDs with minimum changes as necessary to address project-specific conditions. Any such changes shall be introduced only through the Bid Data Sheet or through the Special Conditions of Contract, and not by introducing changes in the standard wording of the Instructions to Bidders and the General Conditions of Contract.

The DPWH Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least thirty (30) days for bid preparation shall be required.

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.2 of the IRR of R.A. 9184;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be purchased or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information in relation to the 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, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

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

Notes on the Special Conditions of the Contract

Similar to the Section III. Bid Data Sheet, 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.

The provisions of this Section 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 procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

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Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity] **INVITATION TO BID FOR *[Insert name of Project]***

1. The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]*.
2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Goods to be procured]*⁴ Delivery of the Goods is required *[insert the required delivery date or expected contract duration]*. Bidders should have completed, within *[insert relevant period]* 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 in accordance with relevant procedures for open competitive bidding as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act", with some amendments, as stated in these Bidding Documents and is open to all Bidders from eligible source countries as defined in the applicable procurement guidelines of the *[state the foreign government/foreign or international financing institution concerned (e.g. Asian Development Bank, Japan International Cooperation Agency, or World Bank)]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) is *[insert here the amount of the ABC]*.

[If ADB-funded project, please do not indicate the ABC in the Invitation to Bid.]
4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below during *[insert office hours]*.
5. A complete set of Bidding Documents may be purchased by interested Bidders on *[insert date of availability of Bidding Documents]* from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of *[insert amount in Pesos]*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, *as applicable* provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

⁴ A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to all interested parties.
7. Bids must be delivered to the address below on or before *[insert time and date]*. All Bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

Bid opening shall be on *[insert time and date]* at *[insert address for Bid opening]*. 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.

8. *[Insert such other necessary information deemed relevant by the PROCURING ENTITY]*
9. The *[insert name of the Procuring Entity]* 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.
10. For further information, please refer to:

[Insert name of officer]
[Insert name of office]
[Insert postal address] and/or *[Insert street address]*
[Insert telephone number, indicate city code]
[Insert contact's email address]
[Insert facsimile number]
[Insert website address, if applicable]

*[Insert Name and Signature of the BAC
Chairperson or the Authorized
Representative of the BAC Chairperson]*

Asian Development Bank Bid Data Sheet

| ITB Clause | |
|------------|--|
| 1.1 | The Procuring Entity is <i>[insert name of purchasing organization]</i> |
| 1.2 | <p>The <i>lot(s)</i> and reference is/are:</p> <p><i>[insert name]</i></p> |
| 2 | <p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is: <i>[Insert the name of the project, or "Not applicable"]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of Loan Agreement No. _____ between the PROCURING ENTITY and the Funding Source in accordance with International or Executive Agreement dated _____ (hereinafter called the "Loan Agreement").</p> <p>The payments will be subject in all respect to the terms and conditions of that Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>The Loan Agreement prohibits a withdrawal for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Funding Source, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.</p> |
| 3.1 | <p>ADB's anticorruption policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>"fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other</p> |

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| | <p>benefit or to avoid an obligation;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>"collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p> <p>will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>will sanction a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.</p> |
| 5.1 | <p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Loan Agreement and as described on Asian Development Bank's web page www.adb.org.</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p> |
| 5.2 | <p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Loan Agreement and as described on Asian Development Bank's web page www.adb.org.</p> |
| 5.4 | <p>Instruction is the same as the GOP Bid Data Sheet</p> |
| 7 | <p>Eligible goods and services shall have their origin in eligible source countries as described in ADB Procurement Guidelines as stated in the Loan Agreement and as described on Asian Development Bank's web page</p> |

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| | <p>www.adb.org.</p> <p>For the purpose of this Clause, origin means the country where the goods have been grown in, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> |
| 8.1 | Instruction is the same as the GOP Bid Data Sheet |
| 8.2 | Instruction is the same as the GOP Bid Data Sheet |
| 9.1 | <p>The Procuring Entity will hold a pre-bid conference for this Project on <i>[State date and time]</i> at <i>[State address of venue]</i>.</p> <p><i>NOTE: The pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.</i></p> |
| 0 | Instruction is the same as the GOP Bid Data Sheet |
| 12.1(a) | <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <p>Registration Certification of the Company; List of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; Audited financial statement for the past two years; In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract;</p> <p>b. Technical Documents</p> <p>Bid security as required in the ITB; Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms; A commitment from a Universal or Commercial Bank to extend a credit line in favor of the bidder if awarded the contract for the project.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> |
| 12.1(a)(i) | <p>List any additional acceptable proof of registration mentioned in the ITB Clause or state "No other acceptable proof of registration is recognized. Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder."</p> |

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| 12.1(a)(iii) | Instruction is the same as the GOP Bid Data Sheet |
| 13.1 | Instruction is the same as the GOP Bid Data Sheet |
| 13.2 | There is no ceiling for Financial Proposals. |
| 15.4(a)(iii) | Instruction is the same as the GOP Bid Data Sheet |
| 15.4(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.1(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.3 | Instruction is the same as the GOP Bid Data Sheet |
| 17.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.2 | Instruction is the same as the GOP Bid Data Sheet |
| 20.3 | Instruction is the same as the GOP Bid Data Sheet |
| 21 | Instruction is the same as the GOP Bid Data Sheet |
| 24.1 | Instruction is the same as the GOP Bid Data Sheet |
| 24.2 | During Bid opening, if the first bid envelope lacks any of the documents listed in the ADB BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened Price Proposal shall be returned to the Bidder. |
| 27.1 | No domestic preference is applicable. |
| 28.3 | Instruction is the same as the GOP Bid Data Sheet |
| 28.3(b) | Instruction is the same as the GOP Bid Data Sheet |
| 28.4 | There is no ceiling for Financial Proposals. |
| 29.2(a) | Instruction is the same as the GOP Bid Data Sheet |
| 29.2(b) | Instruction is the same as the GOP Bid Data Sheet |
| 29.2(d) | Instruction is the same as the GOP Bid Data Sheet |
| 32.4(g) | Instruction is the same as the GOP Bid Data Sheet |

Asian Development Bank Special Conditions of Contract

The ADB adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

| SCC Clause | |
|------------|--|
| 2.1 | <p>ADB's anticorruption policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:</p> <p>defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>"fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>"collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p> <p>will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>will sanction a firm or an individual, at any time, in accordance with</p> |

ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

World Bank Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1.1 | The Procuring Entity is <i>[insert name of purchasing organization]</i> |
| 1.2 | The <i>lot(s)</i> and reference is/are: <i>[insert name]</i> |
| 2 | <p>The Funding Source is the World Bank through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is: <i>[Insert the name of the project]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement No. _____ between the PROCURING ENTITY and the Funding Source in accordance with the International or Executive Agreement dated _____ (hereinafter called the "Loan Agreement").</p> |
| 3.1 | No further instructions. |
| 5.1 | The Loan/Grant Agreement states in its Procurement NCB Annex that "foreign bidders shall be eligible to bid xxx". Eligible Bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits as stated in the Loan Agreement and as described on World Bank's web page www.worldbank.org . |
| 5.2 | The Loan/Grant Agreement states in its Procurement NCB Annex that "foreign bidders shall be eligible to bid xxx". Eligible Bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits as stated in the Loan Agreement and as described on World Bank's web page www.worldbank.org . |
| 5.4 | Instruction is the same as the GOP Bid Data Sheet |
| 7 | Instruction is the same as the GOP Bid Data Sheet |
| 8.1 | Instruction is the same as the GOP Bid Data Sheet |
| 8.2 | Instruction is the same as the GOP Bid Data Sheet |
| 9.1 | <p>The Procuring Entity will hold a pre-bid conference for this Project on <i>[State date and time]</i> at <i>[State address of venue]</i>.</p> <p><i>NOTE: The pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.</i></p> |

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| 10.1 | Instruction is the same as the GOP Bid Data Sheet |
| 12.1(a) | <p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following required documents:</p> <p>Registration Certification of the Company; List of relevant contracts as specified in ITB Clause 5.4; Audited financial statement for the past two years; In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract; Bid security as required in the ITB; Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms; A commitment from a Universal or Commercial Bank to extend a credit line in favor of the bidder if awarded the contract for the project.</p> <p>Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> |
| 12.1(a)(i) | <p><i>List any additional acceptable proof of registration mentioned in the ITB Clause or state. "No other acceptable proof of registration is recognized. Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder."</i></p> |
| 12.1(a)(iii) | Instruction is the same as the GOP Bid Data Sheet |
| 13.1 | Instruction is the same as the GOP Bid Data Sheet |
| 0 | Domestic preference is not applicable. |
| 13.2 | <p><i>Select one, delete the other:</i></p> <p>There is no ceiling for Financial Proposals.</p> <p>- Or -</p> <p>The ABC is <i>[insert amount]</i>. Any bid with a financial component exceeding this amount shall not be accepted.</p> <p>NOTE: Subject to prior concurrence of the World Bank, a ceiling may be applied to bid prices provided the following conditions are met:</p> |

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| | <p>Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.</p> <p>The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.</p> <p>The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.</p> <p>The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.</p> <p>The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.</p> |
| 15.4(a)(iii) | Instruction is the same as the GOP Bid Data Sheet |
| 15.4(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.1(b) | Instruction is the same as the GOP Bid Data Sheet |
| 16.3 | Instruction is the same as the GOP Bid Data Sheet |
| 17.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.1 | Instruction is the same as the GOP Bid Data Sheet |
| 18.2 | Instruction is the same as the GOP Bid Data Sheet |
| 20.3 | Instruction is the same as the GOP Bid Data Sheet |
| 21 | Instruction is the same as the GOP Bid Data Sheet |
| 24.1 | Instruction is the same as the GOP Bid Data Sheet |
| 24.2 | During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the |

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| | bidders. |
| 27.1 | No domestic preference is applicable. |
| 28.3 | Instruction is the same as the GOP Bid Data Sheet |
| 28.3(b) | Instruction is the same as the GOP Bid Data Sheet |
| 28.4 | <i>Follow Clause ITB No. 13.2 on whether ABC as a price ceiling will apply.</i> |
| 29.2(a) | If the winner is a foreign bidder, the tax clearance applies to Philippine tax only. |
| 29.2(b) | If the winner is a foreign bidder, the requirement applies to relevant Philippine tax only. |
| 29.2(d) | Instruction is the same as the GOP Bid Data Sheet |
| 32.4(g) | Instruction is the same as the GOP Bid Data Sheet |