



Republic of the Philippines
Department of Public Works and Highways
SOUTHERN LEYTE
DISTRICT ENGINEERING OFFICE
SOUTHERN LEYTE DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte

BIDDING DOCUMENTS

FOR

Contract ID: 24GIL0038

**Contract Name: PURCHASE OF CONSTRUCTION &
HEAVY EQUIPMENT OF 1 HYDRAULIC
BREAKER, ETC.; FOR USE IN THE
OFFICE OF EQUIPMENT SERVICES
UNIT, MAINTENANCE SECTION,
DPWH-SLDEO, IBARRA, MAASIN CITY,
SOUTHERN LEYTE**

**Deadline of Receipt/Submission of Bids: April 25, 2024
(10:00 A.M.)**

**Date of Opening of Bids: April 25, 2024
(10:01 A.M.)**

**Start Date for Issuance
Of Bidding Documents : April 5 - 25, 2024**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte



INVITATION TO BID

1. The **Department of Public Works and Highways Southern Leyte District Engineering Office**, through the **GAA FY 2024** intends to apply the following sums (refer to Paragraph 2) being the Approved Budget for the Contract (ABC) to payments under the following contracts listed in Paragraph 2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Public Works and Highways Southern Leyte District Engineering Office** through its Bids and Awards Committee now invites bids for the hereunder Works:

Name of Contract	:	PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA, MAASIN CITY, SOUTHERN LEYTE
Contract ID No.	:	1. 24GIL0038
Locations	:	DPWH-SLDEO, IBARRA, MAASIN CITY, SOUTHERN LEYTE
Scope of Works	:	Hydraulic Breaker 1 unit, etc.
Approved Budget for the Contract	:	Php 1,903,000.00
Contract Duration	:	30 C.D.

3. Bidders should have completed within 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, Instruction to Bidders.

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

- (a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- (b) 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;
- (c) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- (d) Filipino citizen or 60% Filipino-owned partnership/corporation;
- (e) Completion of a similar contract costing at least 50% of the ABC within [insert relevant period]; and
- (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.

Website: www.dpwh.gov.ph
Email: dpwhsldeo@gmail.com





Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte



4. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act". The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.
5. Interested bidders may obtain further information from the **Department of Public Works and Highways Southern Leyte District Engineering Office** and inspect the Bidding Documents at **Ibarra, Maasin City, Southern Leyte** during weekdays from **8:00 am to 5:00 pm**.
6. A complete set of Bidding Documents may be acquired by interested bidders on **April 5 - 25, 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00** for ABC above 1 million up to 5 million.
7. 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, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
8. The **Department of Public Works and Highways Southern Leyte District Engineering Office** will hold a Pre-Bid Conference on **April 12, 2024 @ 2:00 PM** at **DPWH Conference Room, DPWH Brgy. Ibarra, Maasin City, Southern Leyte** or at www.youtube.com/@DPWH.SLeyteDEO for **Live Streaming**, which shall be open to prospective bidders.
9. Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. Similar to manual submission, the guidelines for the preparation and submission of an electronic bid are contained in the **BDS**.
10. Bids must be duly received by the BAC Secretariat at the address below for manual submission on or before **April 25, 2024 @ 10:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause #6.
11. Bid opening shall be on **April 25, 2024 @ 10:01 AM** at **DPWH Conference Room, DPWH Brgy. Ibarra, Maasin City, Southern Leyte**. 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.
12. The **Department of Public Works and Highways Southern Leyte District Engineering Office** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

Website: www.dpwh.gov.ph
Email: dpwhsldeo@gmail.com



Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA, MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SOUTHERN LEYTE DISTRICT ENGINEERING OFFICE
Maasin City, Southern Leyte




13. For further information, please refer to:

MYCA MARIS C. RAMOS
Head, BAC Secretariat
DPWH-SLDEO, Ibarra, Maasin City
Tel: (053) 570-9868
Email: bacsled@yahoo.com

GIDEON C. SACRO
BAC Chairperson
DPWH-SLDEO Ibarra, Maasin City
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Approved by:


GIDEON C. SACRO
Asst. District Engineer *du*
BAC Chairperson

Dates of Publication: April 5 - 11, 2024

Website: www.dpwh.gov.ph
Email: dpwhsldeo@gmail.com



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Public Works and Highways Southern Leyte District Engineering Office** wishes to receive Bids for the ***PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA, MAASIN CITY, SOUTHERN LEYTE***, with identification number ***24GIL0038***.

The Procurement Project (referred to herein as “Project”) is composed of ***Hydraulic Breaker 1 unit, etc.***, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***2024*** in the amount of ***Php 1,903,000.00***.

2.2. The source of funding is:

NGA, the National Expenditure Program.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Brgy. Ibarra, Maasin City, Southern Leyte.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **5 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Sealing and Marking of Bids

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

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

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 10 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 11 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR

of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

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

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No.

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE IN THE
OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA, MAASIN CITY,
SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Of the same category of the contract to be procured b. completed within five years prior to the deadline for the submission and receipt of bids.
7.1	The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.
19.3	All the items shall comprise only one lot and shall be awarded as one contract with an ABC of _____
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.</p> <p><i>[For Goods supplied from within the Philippines]</i> The delivery terms applicable to this Contract are delivered to <i>DPWH Southern Leyte District Engineering Office, Ibarra, Maasin City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><i>For Goods supplied from within the Philippines:</i></p> <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><i>For Goods supplied from abroad:</i></p>

	<p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</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 of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ; (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 Procuring Entity's representative at the Project Site; (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>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></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
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	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>DPWH Southern Leyte District Engineering Office [Name of the Supplier] Contract Name: _____ Final Destination: _____ Gross weight: _____ Any special lifting instructions: _____ Any special handling instructions: _____ Any relevant HAZCHEM classifications: _____</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>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.</p> <p>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, and upon fulfilment of other obligations stipulated in this Contract.</p> <p>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.</p> <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p> <p>Payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.</p>

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Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184 or through a Performance Securing Declaration (PSD) as an alternate Performance Security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020 dated May 7, 2020.
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered Weeks/ Months
1	<u>Hydraulic breaker</u>	1		30 DAYS
	Minimum:11Ton; Maximum:16Ton; Operating weight:973kgs. Tool diameter:100mm(3.9in);Required Oil flow:80-110L/min.(21.1-29.1gpm) Impact rate:350-700bpm;Operating pressure:150-170kg/cm ² (2,134-2418psi) With accessories: Moil point x 1pcs.; N2 charging kit 1 set; Manual and parts book 1 set Tool box 1 set Payment:Cash on delivery; Availability:3-4days after P.O. Cebu stock Warranty:6 months from date of delivery; Validity:30days from date of quotation			
2	<u>Vibratory plate compactor</u>	1		30 DAYS
	Compaction force:7.5kg.;Maximum rpm:1800I/min;Operational flow:100-120bar Operation pressure:200-240Bar;Weight:644kg;Compaction plate(LxW):1160x700mm; Excavator weight:13-16Tons Payment:Cash on delivery; Availability:60-90 Calendar days Warranty:6 months from date of delivery; Validity:30days from date of quotation			

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

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

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<u>Hydraulic breaker</u>	
	Minimum:11Ton; Maximum:16Ton; Operating weight:973kgs. Tool diameter:100mm(3.9in);Required Oil flow:80-110L/min.(21.1-29.1gpm) Impact rate:350-700bpm;Operating pressure:150-170kg/cm ² (2,134-2418psi) With accessories: Moil point x 1pcs.; N2 charging kit 1 set; Manual and parts book 1 set Tool box 1 set	

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	Payment:Cash on delivery; Availability:3-4days after P.O. Cebu stock Warranty:6 months from date of delivery; Validity:30days from date of quotation	
2	Vibratory plate compactor	
	Compaction force:7.5kg.;Maximum rpm:1800I/min;Operational flow:100-120bar Operation pressure:200- 240Bar;Weight:644kg;Compacti on plate(LxW):1160x700mm; Excavator weight:13-16Tons Payment:Cash on delivery; Availability:60-90 Calendar days Warranty:6 months from date of delivery; Validity:30days from date of quotation	

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or 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;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting

Capacity (NFCC);

OR

A committed Line of Credit from a Universal or Commercial Bank
in lieu of its NFCC computation.

Class “B” Documents

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case
the joint venture is already in existence;
- OR**
- duly notarized statements from all the potential joint venture partners
stating that they will enter into and abide by the provisions of the JVA
in the instance that the bid is successful.

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

- ☐ (n) *[For foreign bidders claiming by reason of their country’s extension of
reciprocal rights to Filipinos]* Certification from the relevant
government office of their country stating that Filipinos are allowed to
participate in government procurement activities for the same item or
product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic
Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

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Section IX. Bidding Forms

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BID FORM

Date: _____

Contract ID No.: _____

To: Department of Public Works and Highways
Southern Leyte District Engineering Office
Ibarra, Maasin City, Southern Leyte

Having examined the Bidding Documents 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 Bidding Documents 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 Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents 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:¹

Name and address agent	Amount and Currency	Purpose of Commission 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 Bidding Documents.

The undersigned is authorized to submit the bid on behalf of *[Name of Bidder]* as evidenced by the

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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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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**BILL OF QUANTITIES
WITH UNIT BID PRICES AND TOTAL BID PRICES**

Date of Bid Opening: _____

1	2	3	4	5	6	7
Item No.	Description	Unit	Quantity	Unit Bid Price(Peso)	Total Bid Price(Peso) ²	Delivery Schedule
1	<u>Hydraulic breaker</u>	UNIT	1			30 DAYS
	Minimum:11Ton; Maximum:16Ton; Operating weight:973kgs. Tool diameter:100mm(3.9in);Required Oil flow:80-110L/min.(21.1-29.1gpm) Impact rate:350-700bpm;Operating pressure:150-170kg/cm ² (2,134-2418psi) With accessories: Moil point x 1pcs.; N2 charging kit 1 set; Manual and parts book 1 set Tool box 1 set Payment:Cash on delivery; Availability:3-4days after P.O. Cebu stock Warranty:6 months from date of delivery; Validity:30days from date of					

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.

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA,
MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

	quotation					
2	Vibratory plate compactor	UNIT	1			30 DAYS
	Compaction force:7.5kg.;Maximum rpm:1800I/min;Operational flow:100-120bar Operation pressure:200-240Bar;Weight:644 kg;Compaction plate(LxW):1160x700mm; Excavator weight:13-16Tons Payment:Cash on delivery; Availability:60-90 Calendar days Warranty:6 months from date of delivery; Validity:30days from date of quotation					
Total Amount of Bid:						
<hr/>				<hr/>		
(in words)				(in figures)		

Bid Validity:_____

Name and Signature of Bidder:_____

Address:_____

Telephone No. _____

Name of Representative:_____

Signature of Representative:_____

Note: Columns 1 to 4 are to be filled up by the Procuring Entity.
Columns 5 to 7 shall be filled up by the Bidder.

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA,
MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

For Goods Offered From Abroad
Note: Applicable to Foreign-Assisted Procurement

Name of Bidder _____. Contract 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 on behalf of: _____

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
IN THE OFFICE OF EQUIPMENT SERVICES UNIT, MAINTENANCE SECTION, DPWH-SLDEO, IBARRA,
MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

For Goods Offered From Within the Philippines

Note: Applicable to Foreign-Assisted Procurement

Name of Bidder _____ Contract 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 4

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

[If a sole proprietorship:] As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the Department of Public Works and Highways Southern Leyte District Engineering Office, 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 the *[Name of Project]* of the Department of Public Works and Highways Southern Leyte District Engineering Office, 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;
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the 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 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

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

SUBSCRIBED AND SWORN TO before me this _____ day of _____
2015, affiant exhibiting to me his/her BIR TIN No. _____.

Notary Public

Until _____

PTR No. _____

Date _____

TIN _____

Doc No. _____

Page No. _____

Book No. _____

Series of _____

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

**STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR TO THE
CONTRACT TO BE BID**

Business Name:

Business Address:

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

Note: This statement shall be supported with:

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

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Contract ID No.: 24GIL0038

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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

**LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS
AWARDED BUT NOT YET STARTED**

Business Name:

Business Address:

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

Note: This statement shall be supported with:

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

Submitted by: _____

(Printed Name and Signature)

Designation: _____

Date: _____

Contract ID No.: 24GIL0038

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

BID-SECURING DECLARATION

Contract ID No.:

Contract Name:

Location of the Contract:

To: Department of Public Works and Highways (DPWH)
Southern Leyte District Engineering Office
Ibarra, Maasin City, Southern Leyte

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 the 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 Section 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, 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/We are declared as the bidder with Lowest Calculated and Responsive Bid, and I/We have furnished the performance security ad signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ 2020 at _____.

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

Contract Name: PURCHASE OF CONSTRUCTION & HEAVY EQUIPMENT OF 1 HYDRAULIC BREAKER, ETC.; FOR USE
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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2017 at _____, Philippines, Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[Insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with No. _____

Witness my hand and seal this ____ day of _____ 2016.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____ *[date issued]*, *[place issued]*

IBP No. ____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

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Note: This must be dry-sealed.

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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

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

PERFORMANCE SECURING DECLARATION

Contract ID No.:

Contract Name:

Location:

To: Department of Public Works and Highways
 Southern Leyte District Engineering Office
 Ibarra, Maasin Southern Leyte

I/We the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/We shall submit a Performance Securing Declaration within a maximum 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 R.A. No. 9184 as required by the end-user.

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

Contract ID No.: 24GIL0038

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MAASIN CITY, SOUTHERN LEYTE

Location of the Contract: DPWH-SLDEO IBARRA, MAASIN CITY, SOUTHERN LEYTE

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2015,
affiant exhibiting to me his/her BIR TIN No. _____.

Notary Public

Until _____

PTR No. _____

Date _____

TIN _____

Doc No. _____

Page No. _____

Book No. _____

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FOR PUBLICATION

