

REMINDER TO ALL BIDDERS:

- FAILURE TO ATTACH, SIGN, AND/OR FILL OUT ANY DOCUMENT SHALL BE A GROUND FOR ***POST-DISQUALIFICATION***.
- EACH BIDDER SHALL SUBMIT ***ONE (1) ORIGINAL AND ONE (1) CERTIFIED TRUE COPY*** OF THE FIRST AND SECOND COMPONENTS OF ITS BID.
- ALL BIDDING DOCUMENTS SHOULD BE PRINTED IN AN ***A4 SIZE*** BOND PAPER AND WITH ***EARTAG***.
- ALL BIDDING DOCUMENTS SHOULD BE PLACED AND SEALED IN A ***BROWN ENVELOPE***.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
ISABELA 2ND DISTRICT ENGINEERING OFFICE
Roxas, Isabela



Contract ID: 25GBF05
Contract Name: Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ) K0402+200
– K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela

Location of the Contract: Quezon, Isabela

TECHNICAL

**APPROVED BUDGET FOR THE CONTRACT
REQUIRED BID SECURITY/ FORM**

- a. Cash, Certified Check, Cashier's check, Managers Check, Bank Draft
Or Irrevocable Letter of Credit, confirmed by a Universal or
Commercial Bank
b. Surety Bond (Callable or Demand)
Validity Period 120 Calendar Days upon opening of bids

Form of Bid Security : _____
Company : _____
Number : _____
Official Receipt No. : _____
Validity Period : _____
Callable on Demand : _____
Bid Security Amount : _____
Certification from Insurance Commission ()

Bid Securing Declaration

1. Bid Security () Sufficient () Insufficient
2. Technical Specification
3. Production/Delivery Schedule
4. Warranty Certificate
5. Brochures of Offered Materials
6. Omnibus Sworn Statement
7. Secretary's Certificate and Board Resolution

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

Remarks: () Pass () Fail

DPWH-G&S-20: The Eligibility and Technical Checklist for the BAC is used to keep track of the Eligibility, Technical and Financial Proposals submitted by bidders using a non-discretionary "pass/fail" criterion. This form may also be used by the BAC Secretariat as a reference in writing up the minutes of the Opening of Eligibility and Bid Requirements.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
ISABELA 2ND DISTRICT ENGINEERING OFFICE
Roxas, Isabela



Contract ID: 25GBF05
Contract Name: Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ)
K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela

Location of the Contract: Quezon, Isabela

CHECKLIST OF ELIGIBILITY AND TECHNICAL COMPONENTS FOR THE BAC

DATE: May 28, 2025

BIDDER: _____

ROLLY M. CABAUTAN BAC Chairperson	CHARLIE A. BARACAO BAC Vice Chairperson	CLOTILDE S. MEDRANO Regular Member	ROLAND REY Y. MONROY Provisional Member	LOUIE O. MACNI Provisional Member

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

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

OR all requirements listed under Legal, Technical Documents

Class "A" Legal Documents

1. DTI Business Name registration or SEC Registration Certificate of CDA for Cooperative

2. Valid and Current Mayor's Permit/ Municipal License.

3. Statement of ongoing and similar completed government and private contracts 50% = Php

4. Audited Financial Statement, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year which among others the total assets and liabilities.

5. Income Tax Return of proceeding year filed and paid thru the BIR Electronic Filing and Payment System (EFPS).

CLASS "B" Documents (if applicable)

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1. Valid Joint Venture Agreement, in case the joint venture is already in existence

In the absence of a JVA, duly notarized statements from all the potential joint Venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid and information provided therein are true and correct.

DPWH-G&S-20: The Eligibility and Technical Checklist for the BAC is used to keep track of the Eligibility, Technical and Financial Proposals submitted by bidders using a non-discretionary "pass/fail" criterion. This form may also be used by the BAC Secretariat as a reference in writing up the minutes of the Opening of Eligibility and Bid Requirements.



Contract ID: 25GBF05
Contract Name: Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ)
K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela

Location of the Contract: Quezon, Isabela

CHECKLIST OF ELIGIBILITY AND FINANCIAL COMPONENTS FOR THE BAC

DATE: May 28, 2025

BIDDER: _____

CHECKLIST OF BID REQUIREMENTS

FINANCIAL ENVELOPE:

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

ROLLY M. CABAUATAN BAC Chairperson	CHARLIE A. BARACAO BAC Vice Chairperson	CLOTILDE S. MEDRANO Regular Member	ROLAND REY Y. MONROY Provisional Member	LOUIE O. MACNI Provisional Member
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1. Duly Signed Bid Prices in the Bill of Quantities/Breakdown

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2. Recurring and maintenance costs, if applicable

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

Remarks: () Pass () Fail

DPWH-G&S-21: The Financial Proposal Checklist may be used by the BAC to keep track of the financial evaluation result after determining the eligible suppliers whose technical proposal passed. This form, once accomplished, may be used by the BAC Secretariat as a reference in writing up the minutes of the Bid Opening.

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Procuring Entity:

***DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS ISABELA 2nd DISTRICT
ENGINEERING OFFICE***

Contract ID : 25GBF05

Contract Name : Supply and Delivery of Road Safety Devices along
Santiago – Tuguegarao Road (S00760LZ) K0402+200 –
K0402+596, K0407+000 – K0408+500, K0416+246 –
K0417+335, Quezon, Isabela

Deadline of Submission and Receipt of Bids:

May 28, 2025

Issuance of Bidding Documents:

May 09-28, 2025

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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
ISABELA 2ND DISTRICT ENGINEERING OFFICE
Roxas, Isabela



INVITATION TO BID

The Department of Public Works and Highways - Isabela 2nd District Engineering Office, Roxas, Isabela, through its Bids and Awards Committee (BAC) for Goods, invites suppliers to submit bids for the following contract:

Contract ID : 25GBF05
Contract Name : Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ) K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela
Contract Location : Quezon, Isabela
Brief Description to be Procured : Supply and Delivery of Road Safety Devices
Approved Budget for the Contract (ABC) : Php 4,999,996.38
Source of Funds : SR2025-03-009981
Delivery Date of Goods/Contract Duration of Service : 60 Calendar Days
Cost of Bidding Documents : Php 5,000.00

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.

To 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 documents 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 a similar contract costing at least 50% of the ABC within 30 Calendar Days 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.

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

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

Activity	Time	Place
1. Issuance/Downloading of Bidding Documents	May 09-28, 2025	Hard copies at BAC Secretariat, Isabela 2nd District Engineering Office, Roxas, Isabela. Downloading from DPWH website www.dpwh.gov.ph , PhilGEPs website www.philgeps.gov.ph , and website of concerned foreign financing institution

2. Pre-Bid Conference	10:00 A.M. on May 16, 2025	DPWH-ISDEO Conference Room, San Antonio, Roxas, Isabela
3. Receipt by the BAC of Bids	10:00 A.M. on May 28, 2025	DPWH-ISDEO, Procurement Unit, San Antonio, Roxas, Isabela
4. Opening of Bids	10:00 A.M. on May 28, 2025	DPWH-ISDEO Conference Room, San Antonio, Roxas, Isabela

Bidders shall pay the BAC a non-refundable fee of in the amount stated above for the Bidding Documents, upon securing hard copies of the Documents. Bidders that download the Documents from the DPWH/PhilGEPS website shall pay the fee upon submission of their bids.

The supplier representative shall be the individual authorized to act on behalf of the supplier for the purposes on the Contract, under duly executed Power of Attorney. For the SPA requirements, any employee within the organizational structure of the company with company ID. The SPA shall include the projects contract ID number, to be purchased by the Contractor's Representative.

As specified under D.O. 127, Series of 2018 states that: *"if at the time of the post-qualification procedure, the BAC verifies that any of the deficiencies is due to the contractor's fault or negligence pursuant to 34.3(b)(ii)(c) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (2016 RIRR of RA 9184), the Procuring Entity shall disqualify the contractor from the award without any right to reimburse fees and incidental cost paid for the procurement of infrastructure contract subject of the Bid".*

The DPWH-Isabela 2nd District Engineering Office, Roxas, Isabela 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, in accordance with the provisions of Section 41 of RA 9184 and its IRR.

Any request for additional information concerning this bidding shall be directed to the following:

ROLLY M. CABAUTAN
Chief, Quality Assurance Section
DPWH-Isabela 2nd District Eng'ng. Office
Roxas, Isabela
CP No. 0927-710-6305

VINANCIO U. ESPIRITU
Caretaker, Procurement Staff
DPWH-Isabela 2nd District Eng'ng. Office
Roxas, Isabela
CP No. 0917-517-1516

Approved by:

ROLLY M. CABAUTAN
BAC Chairperson

You may visit the following websites:

For downloading of Bidding Documents: PhilGEPS and DPWH Websites

For online bid submission: PhilGEPS and DPWH Websites

Date of Publication: **May 09-28, 2025**

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

The **DPWH-Isabela 2nd District Engineering Office, Roxas, Isabela** now invites bids for the above Procurement Project, as follows:

25GBF05: Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ) K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela			
Item No.	Item Description	Quantity	Unit
<i>Delivery Period: 60 Calendar Days</i>			
1.	Solar Road Stud IL300 143mm Dia. X 47mm Depth, 6 Safety Locks Lithium Battery	497	pcs
	Specifications:		
	Battery: 3.2V 1500mAh LiFe04		
	Solar Panel: 5V 70mA		
	Design Life: 50,000 Hours		
	Housing Material: Transparent Polycarbonate, Die-cast Aluminum Alloy		
	Visibility: Up to 1000 meters		
	Mode of Operation: Steady or Flashing		
	LED Type: Ultra Bright DIP		
	LED Quantity: 6 pcs (3 on each side)		
	LED Color: White/Yellow Red/Blue/Green		
	Weight: 1.2 kg		
	Dimensions: Ø143 x 47mm		
	Work Environment: Waterproof IP68/ Temp: -20°C to +60°C/ up to 40 Tons		
	Steady-type Light: up to 50 hours		
	Flash-type Light: 150 hours		
	Certification: CE		
2.	Concrete Epoxy “A” & “B”	27	gal

Delivery of the Goods is required within the specified delivery period upon receipt of Notice to Proceed (NTP). Bidders should have completed, within **10 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino Citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

Prospective Bidders may obtain further information from ***DPWH-Isabela 2nd District Engineering Office, Roxas, Isabela*** and inspect the Bidding Documents at the address given below during ***office hours from 8:00 AM to 5:00 PM.***

A complete set of Bidding Documents may be acquired by interested Bidders on ***May 09-28, 2025*** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount as stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

The ***Department of Public Works and Highways - Isabela 2nd District Engineering Office*** will hold a Pre-Bid Conference on ***May 16, 2025 at 10:00 A.M. at DPWH-ISDEO Conference Room, San Antonio, Roxas, Isabela***, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Department of Public Works and Highways - Isabela 2nd District Engineering Office* wishes to receive Bids for the *Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ) K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela* with *Contract ID No. 25GBF05*

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2025* in the amount of *Php 4,999,996.38*.

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***DPWH-ISDEO Conference Room, San Antonio, Roxas, Isabela.***

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 *10 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. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. (Provide the definition or description of similar contract). b. completed within 60 calendar days prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DPWH Roxas, Isabela or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>5% of ABC</i>, if bid security is in Surety Bond.
19.3	<i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ul style="list-style-type: none"> ➤ <i>PhilGEPS Certificate of Registration</i> ➤ <i>Registration Certificate from SEC, DTI for sole proprietorship</i> ➤ <i>Mayor/Business Permit</i> ➤ <i>Tax Clearance</i>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <ul style="list-style-type: none"> ➤ <i>Performance Security Bond</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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</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, state:]</i> “The delivery terms applicable to this Contract are delivered to Roxas, Isabela. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Office of the Supply Officer is MR. ELISER L. LACERNA, Supply Officer, Department of Public Works and Highways - Isabela 2nd District Engineering Office, Roxas, Isabela.</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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of **Road Safety Devices** for the Goods for a period of **60 calendar Days**.

Road Safety Devices shall be supplied as promptly as possible, but in any case, within **60 calendar days** of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows:</p> <p>A. On Contract Signature: Fifteen Percent (15%) 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.</p> <p>B. On Delivery: sixty-five percent (65%) 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 <u>SCC</u> provision on Delivery and Documents.</p> <p>C. On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within sixty (60) days of date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> * delivery inspection * inspection of documentations, hardware, software and manuals performance trial

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 No.	Description	Quantity	Unit	Delivered, Weeks/Months
<i>Delivery Period: 60 Calendar Days</i>				
1.	Solar Road Stud IL300 143mm Dia. X 47mm Depth, 6 Safety Locks Lithium Battery	497	pcs	60 CD
2.	Concrete Epoxy "A" & "B"	27	gal	60 CD

Section VII. Technical Specification

Statement of Compliance

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.

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>
	Solar Road Stud IL300 143mm Dia. X 47mm Depth, 6 Safety Locks Lithium Battery	
	Concrete Epoxy “A” & “B”	

[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.</i></p> <p><i>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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
Note: All documents indicated in the said certificate must be current and updated.

Technical Documents

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

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form;
- ☐ (b) Original of duly signed and accomplished Price Schedule(s)
- ☐ (c) [Bid Form B] Financial Proposal; and
- ☐ (d) Recurring and Maintenance Cost for at least three [3] years. (If applicable)

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

BID FORM

Date: _____

Project Identification No.: _____

To: [name and address of Procuring Entity]

Having examined the Bidding Documents (BDs) issued for the supply and delivery of Engine Analyzer 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 BDs 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 (BDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the BDs;
- c. to abide by the Bid Validity Period specified in the BDs 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: _____

Form No. 2

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Name of Project: Supply and Delivery of Road Safety Devices along Santiago – Tuguegarao Road (S00760LZ) K0402+200 – K0402+596, K0407+000 – K0408+500, K0416+246 – K0417+335, Quezon, Isabela

Contract ID. No. 25GBF05

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

Date of Bid Opening: May 28, 2025

1 ITEM NO.	2 ITEM DESCRIPTION	3 QUANTITY	4 UNIT	5 UNIT BID PRICE (PESO)	6 TOTAL BID PRICE (PESO)
<i>Delivery Period: 60 Calendar Days</i>					
1.	Solar Road Stud IL300 143mm Dia. X 47mm Depth, 6 Safety Locks Lithium Battery	497	pcs		
	Specifications:				
	Battery: 3.2V 1500mAh LiFe04				
	Solar Panel: 5V 70mA				
	Design Life: 50,000 Hours				
	Housing Material: Transparent Polycarbonate, Die-cast Aluminum Alloy				
	Visibility: Up to 1000 meters				
	Mode of Operation: Steady or Flashing				
	LED Type: Ultra Bright DIP				
	LED Quantity: 6 pcs (3 on each side)				
	LED Color: White/Yellow Red/Blue/Green				
	Weight: 1.2 kg				
	Dimensions: Ø143 x 47mm				
	Work Environment: Waterproof IP68/ Temp: -20°C to +60°C/ up to 40 Tons				
	Steady-type Light: up to 50 hours				
	Flash-type Light: 150 hours				
	Certification: CE				

2.	Concrete Epoxy "A" & "B"		27	gal	
	TOTAL				

(in words)

Price Validity : _____

(in figures)

Name and Signature of Bidder : _____

Address : _____

Telephone/Mobile No. : _____

Name of Representative : _____

Representative Signature : _____

Legal Capacity : _____

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 estimate.

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

Business Name: _____
Business Address: _____

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Equipment to be Delivered	No. of Units	Description (Include Model, Operating Weight, Engine Power, Brand Name, Country of Origin)	a. Amount of Award b. Amount as Completion c. Duration	Delivered Units		Value of Outstanding Works / Undelivered Portion
						Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Submitted by: _____
(Printed Name & Signature)

Legal Capacity: _____
Date: _____

Department of Public Works and Highways

Business Name: _____
Business Address: _____

NOTE:

- Submitted by: _____
- Legal Capacity: _____
- Date: _____
- _____
(Printed Name & Signature)

Financial Document for Eligibility Check

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

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

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

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

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Legal Capacity

Signature of Authorized Representative

Date : _____

NOTE:

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

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

Bid Securing Declaration Form

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

BID SECURING DECLARATION
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]

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

[Insert Name and Signature
[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the 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 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]

Form No. 11

STATEMENT OF AVAILABILITY FOR AFTER SALES SUPPORT PARTS/COMPONENTS AND SERVICE LEVEL

This after sales support², services and parts availability statement is only for the offered equipment. The vendor/supplier has been supporting similar equipment³ to the offered item for this Bidding and supplying parts and components for the last two (2) years.

The vendor/supplier of the equipment to be bid shall have the following:

1. Main Office shall be in existence in the last five (5) years, with a branch office in Luzon, Visayas and Mindanao except where the main office is located. The branch office shall be in existence for a minimum of three (3) years, or
2. Main Office shall be in existence in the last five (5) years, with available personnel that can be deployed anywhere the equipment is assigned. Deployment of personnel must be done within 48 hours upon request in Metro Manila Area, while 72 hours outside Metro Manila.

The Declared main and branch offices/accredited dealer equipped with:

- i. Service center/repair shop/repair bay;
 - ii. It shall be equipped with year-round special tools (Diagnostic Analyzer, etc.) and support equipment;
 - iii. Employment record and company I.D. of at least two [2] Mechanics/Technicians assigned in the Service center
- (iii) Strategically placed Parts and Components Warehouse(s)/Store room(s) to support requirements;
- (iv) Sufficient inventory (with safety stock) of regular consumables, critical parts and components to support and at least to cover the one (1) year warranty period (or its equivalent running hours);
- (i) Trained staff and technicians (must have years of relevant experience and, preferably but not required, certified by the equipment manufacturer); and
- (ii) One (1) Training Room and Facility for the on-site operator/maintainer training and certification (this specific item is preferable but not required).

² After sales support is the periodic or as-required maintenance or repair of equipment by the supplier, during and after a warranty period. For this Bidding, this covers the warranty period and 5-Year Period for the Parts and Component Availability.

³ For the very purpose of this form only, "similar" is considered as of the same nature and complexity. This equipment could be older models offered and available during the last two (2) year stated period, with equivalent operating weight and performance capability (this means not exactly the same in numbers).

Form No. 12**STATEMENT OF AVAILABILITY FOR AFTER SALES SUPPORTPARTS/COMPONENTS AND SERVICE LEVEL**

Vendor After-Sales Support Directory			No. of years in Business/Operation
Luzon	Business Name		
	Contact Person		
	Business Address		
	Telephone/Fax No.		
	E-Mail		
Visayas	Business Name		
	Contact Person		
	Business Address		
	Telephone/Fax No.		
	E-Mail		
Mindanao	Business Name		
	Contact Person		
	Business Address		
	Telephone/Fax No.		
	E-Mail		

Note:

- A. Except for the main office (headquarter) which documents are used in this Bidding, the declared branch office/accredited dealer must be supported by:
1. Business Permits shall be certified true copy)
 2. Table of Organization
 3. Lay-out of the Office, Parts Depot and Service/Repair Bay.
 4. Other supporting documents that the Bidder may wish to attach (i.e. no. of certified technicians and average years of experience, no. of support vehicles, pictures, volume of service support, etc.)
- B. Use extra sheet(s) if the Bidder has more than three (3) offices nationwide.

 (Name of Bidder/Company)

 (Signature over Printed Name)

Form No. 13**Statement of Compliance for Training and Commissioning of the Equipment**

Training of the crew and personnel is necessary and is required for the commissioning of this equipment class. The training program should teach candidates how to safely operate the equipment and perform maintenance activities. Part of the Student learning is the build-up of basic knowledge applicable to actual dredging in any given and applicable working environment. Training shall be provided through classroom settings, simulation, and on-site training. It is expected that the on-site training should provide students with extensive hands-on experiences.

The following specifications are the minimum requirements for the training that needs to be provided by the supplier upon delivery of the Equipment. In the event that a requirement could not be exactly delivered but an alternative which is almost similar to, or upon best judgment, can be deemed as a proper replacement of, such requirement could be provided, bidder should put "Comply **"

I. Duration and Number Participants

Duration and Number of Participants		Bidder's Compliance
A.	<p>Training Duration:</p> <p>Introduction, Operation, Safety and Proper Handling of the Equipment(Class Room/Lecture) 1 day</p> <p>Data Acquisition and Proper Operation of the Equipment(Site/Practical) 1-3 days</p> <p>Data Processing1-2 days</p> <p>Note: * The Supplier must provide sufficient time to provide both classroom lecture and actual/field operation training. * The supplier shall maintain attendance sheets for each day of training that participants are required to sign and provide attendees a Certificate of Completion. * The Supplier shall provide training materials, necessary software and hardware, and meals (including morning and afternoon snacks and lunch) during the training.</p>	
B.	<p>Participants</p> <p>* The Supplier shall accommodate maximum of 10 participants for the training</p>	
C.	Supplier must notify Bureau of Equipment, thru e-mail or mail, at least 15 working days prior to the proposed training schedule	
II.	Venue and Materials	
A.	Standard Air-conditioned Training Room for at least 20 participants, with clear audio speakers, with High quality projector or Large-screen Monitor.	
B.	A training ground for field and on-site training, a letter addressed to BOE for the use of equipment and dredging area may be provided to simulate working environment applicable or similar to where the instrument may be used.	
C.	Training desks and chairs, nametags, pen and notebook, and a printed copy of the presentation or booklet/manual of the topic provided for every participant.	
D.	TESDA certification, or other similar documents from the Manufacturer, certifying the Trainer as an expert on the use of the equipment, or as an authorized trainer or instructor by the original equipment manufacturer.	
E.	Training certificate for every participant containing the individual rating based on the exam and actual assessment provided by the supplier to the attendees of the. Certificates must be provided not later than five (5) working days after	

(Name of Bidder/Company)
(Signature over Printed Name of Representative)

(Date)

	the last day of the training. Supplier must ensure accuracy of information contained in the certificate such as correct spelling of names, actual scores, and actual days that the participant is present and must be able to correct errors in the document within five (5) working days.	
F.	Detailed Training Activity Plan (please refer to Form 7.1) submitted to BOE at least ten (10) days before the scheduled training	
G.	Medium of Instructions and Manual should either be in English or in Filipino. (If Manual or Reference is written in other language, document must be translated to the required medium.)	
8	Maintenance Safety Procedures	
9	Other important Basic Maintenance Topics	
E.	After Sales Support and Service Level Agreement	
1	Warranty and its Validity <ul style="list-style-type: none"> - Warranty Coverage and Limitation - Returning and Replacing Defective Parts - Returning and Replacing whole Equipment Unit - Post Warranty After Sales Support 	
2	Applying the Service Level Support based on the Submitted Forms 6A, 6B and 6C <ul style="list-style-type: none"> - Required Supplier Response Time per Level of Defects - After Sales Service Request for Quotation and Pricing 	
3	Supplier Hotlines, Branch Address and Contact Details	

II. Training Evaluation and Knowledge Retention Assessment

Item		Bidder's Compliance
A.	Supplier must provide a pre- and post-training survey/exam to assess knowledge retention of participants. Pre- and post- training exams should be the same and should contain the name, signature, position, and region where the participant/examinee belongs. The survey form/exam paper should contain an assessment on the level of knowledge of the participants on the topics included in the training. A comprehensive statistical analysis of the results needs to be provided to the buyer via email or printed document together with the raw data collected during the training.	
B.	The individual rating of each participant shall be based on the result of the written exam and rating on the actual operation as rated by a professional operator. (The criteria for rating in the operation shall be presented to and approved by the DPWH.)	
C.	Supplier should check the knowledge and skills retention of the operators at least twice until the expiration of the warranty by sending authorized personnel to perform the assessment. (A report related thereto shall likewise be submitted in the same manner as the initial assessment.)	
V.	Training Manual	
A.	Hard copy (Training Manual) and Soft Copy (CD/Hard Drive). <ul style="list-style-type: none"> - Hardcopy Manual must at least be ring-bound, substance 20 (or equivalent) paper, with proper illustrations printed in colored ink and must contain all required topics – one (1) hardcopy per participant and two (2) hardcopies for the Bureau of Equipment. - CD set or Hard Drive containing the video presentations used in the Training, videos on how to conduct Basic Trouble shooting on the equipment, operating, etc. The flash drive or CD should be labeled with the title of the training, Equipment Type and Model, Date of Training, with the Actual Picture of the Equipment in the Background printed in Colored ink. 	

(Name of Bidder Company)

(Signature over Printed Name of Representative)

(Date)

SWORN STATEMENT OF INTELLECTUAL PROPERTY COMPLIANCE

I, _____, being duly sworn under oath states:

That I am the authorized and official representative of [Registered Company Name] with a registered address of _____ herein referred to as BIDDER, entering an agreement with the Department of Public Works and Highways, herein referred to as DPWH,

That the products and/or services, whether as a whole and/or its secondary/minor parts, whether fixed or temporary attachments, which are being or will be offered/supplied/provided/delivered/sold/rendered/lent directly or indirectly by the BIDDER to DPWH, herein referred to as OFFERS, are free from any patent/trademark/copyright infringement and/or other issues in violation of intellectual property rights, and are duly registered under the following details:

Patent Number/ID	Description	Country of Application	Date Approved

That I am fully aware of, or has performed due diligence to carefully check the, truthfulness, veracity and accuracy of the documents herein submitted to the DPWH, particularly those which point out the originality of the BIDDER's patents, trademark, copyright, or any other intellectual property rights, without misleading or tending to mislead the DPWH, and that I am free from any circumstance which ought to bring either party to a justiciable inquiry relating to possible violations of intellectual property rights,

That it is my duty and obligation to inform the DPWH of the previous, present, or impending intellectual property cases filed by, or against the BIDDER or any of its partners along the line of procurement of OFFERS,

That I allow the DPWH to perform secondary checks, reviews, and conduct investigation thru pertinent offices, online websites, literatures, and from or within the parties connected to BIDDER, for the sole purpose of determining the existence of intellectual property rights infringement of OFFERS,

That in the event that there is a prima facie evidence of patent infringement, I am fully aware of the right of the DPWH not to award the contract and execute the contract pursuant to Section 41 of the Revised Implementing Rules and Regulations of R.A. 9184,

That I and/or BIDDER takes full responsibility and shall be held solely liable in the event that intellectual property rights infringement be present notwithstanding Section 6.7.3 Volume 4 of the DPWH Procurement Manual; and

That in the event that any conflict related to intellectual property arises between the terms and conditions of the BIDDER and that of the DPWH, such conflict must and will be resolved in favor of the DPWH.

Notary Public:

Signature Over Printed Name of Representative

With Company/Bidder Seal

Form No. 15

Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY]
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Republic of the Philippines



Government Procurement Policy Board