PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Procuring Entity: DPWH Butuan City District Engineering Office, R. Palma Street, Butuan City

Name of Project: Supply and Delivery of Construction Materials for use in DPWH-Butuan City District Engineering Office

Deadline for Submission and Receipt of Bids: April 1, 2024 Issuance of Bidding Documents: March 13, 2024-April 1, 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 BUTUAN CITY DISTRICT ENGINEERING OFFICE REGIONAL OFFICE XIII Butuan City, Agusan del Norte

INVITATION TO BID FOR CONTRACT ID NO. 24GND0003-SUPPLY AND DELIVERY OF CONSTRUCTION MATERIALS FOR USE IN DPWH-BUTUAN CITY DISTRICT ENGINEERING OFFICE

The DPWH Butuan City District Engineering Office, through the FY 2024 General Appropriations Act (GAA) intends to apply the sum of P 5,025,751.40 being the ABC to payments under the contract for Contract ID No. 24GND0003 – Supply and Delivery of Construction Materials for use in DPWH-Butuan City District Engineering Office. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *DPWH Butuan City District Engineering Office* now invites bids for the above Procurement Project, as follows:

Item No.	Item Description	Quantity	Unit
1	Cationic Emulsified Asphalt	45	drum
2	Oxidized Hot Asphalt (25kls/box)	20	box
3	Asphalt Coldmix	4	pails
4	Enamel Paint White	15	gal
5	Latex Paint White Gloss	70	gal
6	Latex Paint Black	5	gal
7	Reflectorized Traffic Paint White	40	gal
8	Reflectorized Traffic Paint Yellow	25	gal
9	Paint Thinner	25	gal
10	Reflectorized Thermoplastic Pavement Markings White	400	bags
11	Reflectorized Thermoplastic Pavement Markings Yellow	80	bags
12	Primer Thermo	40	pail
13	3/4 Gravel	140	cu.m.
14	Screened Sand	175	cu.m.
15	Fine Sand	175	cu.m.
16	2"x3"x8" Lumber	40	рс
17	1x4x10 Lumber	15	рс
18	2x2x8 Lawaan Lumber	50	рс
19	2x2x10 Lawaan Lumber	30	рс
20	1x2x4 Selected Sticks Lawaan	30	bundle
21	1x2x8 Stick	80	bundle

22	1x2x10 Stick	25	bundle
23	1/2x2x8 Stick	25	bundle
24	1/2x4x8 Marine Plywood	30	рс
25	1/4x4x8 Marine Plywood	50	рс
26	Cement	400	bags
27	Std. Deformed Bars 8mm dia.	50	рс
28	Std. Deformed Bars 10mm dia.	100	рс
29	Std. Deformed Bars 12mm dia.	100	рс
30	Angle bars 3.5mmx25mmx25mm	50	pcs
31	G.I Tie Wire #16	50	kls
32	Welding Rod 1/8"	50	kls
33	Welding Rod 3/16"	50	kls
34	CW Nails #1 1/2	25	kls
35	CW Nails #2	50	kls
36	CW Nails #2 1/2	25	kls
37	CW Nails #3	25	kls
38	CWN #4	15	kls
39	Concrete Nails #4	15	kls
40	Crew Bar	5	pcs
41	Hack Saw Blade	20	pcs
42	Cutting Disc	100	pcs
43	Grinding Disc	50	pcs
44	Drill Bits Mixed Set	1	set
45	Metal Drill Bits	1	pcs
46	Pointed Shovel	40	рс
47	Spade Shovel	25	рс
48	Sharp Bolo (lagarao)	25	рс
49	Paint Brush 1"	30	рс
50	Paint Brush 2"	30	рс
51	Paint Brush 3"	30	рс
52	Paint Brush 4"	20	рс
53	Paint Roller #4	30	рс
54	Paint Roller #7	15	рс
55	Nylon #300	400	kls
56	Nylon Net (Grass Cutter)	30	meter
57	Grass Cutter Nylon Holder	20	рс
58	Working Gloves Heavy Duty	100	pair
59	Reflectorized Vest w/ Logo	75	рс
60	Reflectorized Sticker (Tape) "Yellow" 4"	1	rolls
61	Reflectorized Sticker (Tape) "Red" 4"	1	rolls

62	Reflectorized Sticker (Tape) "White" 4"	1	rolls
63	Caution Tape	15	rolls
64	Steel Tape (8m)	3	pcs
65	Broom Stick	300	pcs
66	Liquefied Petroleum Gas 11kgs	50	tank
67	Liquefied Petroleum Gas 50kgs	10	tank
68	Trapal for Tent 2.4m x 5m	1	unit
69	Trapal for Tent 3m x 6m	2	unit
70	Grasscutter	5	unit

Delivery of the Goods is required within 20 calendar days upon receipt of the 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 nondiscretionary "*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 Butuan City District Engineering Office* 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 *March 13*, 2024 - April 1, 2024 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *P 10,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

The **DPWH Butuan City District Engineering Office** will hold a Pre-Bid Conference on **March 20, 2024 at 2:00 PM at DPWH - Butuan City District Engineering Office NOA Hall**, 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.

Bid opening shall be on *April 1, 2024 at DPWH - Butuan City District Engineering Office NOA Hall at 2:30 PM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of key Procurement Activities is shown below:

Issuance of Bidding Documents	March 13, 2024 – April 1, 2024	Hard copies at BAC Secretariat of this office downloadable @ DPWH Website <u>www.dpwh.gov.ph</u> and PhilGEPS Website <u>www.philgeps.gov.ph</u>
Pre-Bid Conference	March 20, 2024 @ 2:00 PM	DPWH- Butuan City DEO NOA Hall
Deadline for Submission of Bids	April 1, 2024 @ 2:00 PM	DPWH- Butuan City DEO NOA Hall
Opening of Bids	April 1, 2024 @ 2:30 PM	DPWH- Butuan City DEO NOA Hall

The *DPWH Butuan City 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Head, Procurement Staff:

BAC Chairman:

(SGD) TERESITA E. PAGAR Engineer III DPWH- Butuan City DEO Tel. No. (085) 225-2022 local 84661 (SGD) GRACE T. CURAYAG Engineer III DPWH- Butuan City DEO Tel. No. (085) 225-2022 local 84612

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: March 13, 2024 – April 1, 2024

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DPWH Butuan City District Engineering Office** wishes to receive Bids for the **Supply and Delivery of Construction Materials for use in DPWH-Butuan City District Engineering Office** with **Contract ID No. 24GND0003**.

The Procurement Project (referred to herein as "Project") is composed of a *Single Lot*, 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 *FY 2024* in the amount of *P 5,025,751.40*
- 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 Butuan City DEO NOA Hall* and/or through **Zoom Meeting** with **Meeting ID: 952 8974 1499** and **Meeting Passcode: BCDEO.BAC** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause5.3 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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

ITB				
Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a. (provide the definition or description of similar contract).			
	b. completed within <i>30 calendar days</i> prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted DPWH <i>Butuan City</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:			
	a. The amount of not less than <i>Php 100,515.03 [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>Php 251,287.57</i> [5% of ABC] if bid security is in Surety Bond.			
19.3	[In case the project will be awarded by item, list each item indicating its quantity and ABC.]			
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]			
	> PhilGeps Certificate of Registration			
	 Registration Certificate from SEC, DTI for sole proprietorship 			
	> Mayor/Business Permit			
	> Tax Clearance			
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]			
	Performance Security Bond			

Bid Data Sheet

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

GCC Clause 1 [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: **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with **INCOTERMS.**" [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered to Butuan City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is JUDE GRACE O. MATULAC, OIC-Supply Officer, DPWH Butuan City DEO. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest. performance or supervision of on-site assembly and/or start-up of a. the supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the d. 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

Special Conditions of Contract

 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 <i>Supply and Delivery of Various Construction Materials</i> for the Goods for a period of 20 <i>calendar days</i> .
<i>Supply and Delivery of Various Construction Materials</i> shall be supplied as promptly as possible, but in any case, within 20 <i>calendar days</i> of placing the order.

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.		
	Intellectual Property Rights –		
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.		
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:		
	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.		
	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.		
	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 forty five (45) 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.		

4	The inspections and tests that will be conducted are: [Indicate the applicable
	inspections and tests]; None.

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.	Item Description	Quantity	Unit	Delivered, Weeks/Months
1	Cationic Emulsified Asphalt	45	drum	20 cal. days
2	Oxidized Hot Asphalt (25kls/box)	20	box	20 cal. days
3	Asphalt Coldmix	4	pails	20 cal. days
4	Enamel Paint White	15	gal	20 cal. days
5	Latex Paint White Gloss	70	gal	20 cal. Days
6	Latex Paint Black	5	gal	20 cal. Days
7	Reflectorized Traffic Paint White	40	gal	20 cal. days
8	Reflectorized Traffic Paint Yellow	25	gal	20 cal. Days
9	Paint Thinner	25	gal	20 cal. Days
10	Reflectorized Thermoplastic Pavement Markings White	400	bags	20 cal. Days
11	Reflectorized Thermoplastic Pavement Markings Yellow	80	bags	20 cal. days
12	Primer Thermo	40	pail	20 cal. Days
13	3/4 Gravel	140	cu.m.	20 cal. Days
14	Screened Sand	175	cu.m.	20 cal. Days
15	Fine Sand	175	cu.m.	20 cal. days
16	2"x3"x8" Lumber	40	рс	20 cal. Days
17	1x4x10 Lumber	15	рс	20 cal. Days
18	2x2x8 Lawaan Lumber	50	рс	20 cal. Days
19	2x2x10 Lawaan Lumber	30	рс	20 cal. days
20	1x2x4 Selected Sticks Lawaan	30	bundle	20 cal. Days
21	1x2x8 Stick	80	bundle	20 cal. Days
22	1x2x10 Stick	25	bundle	20 cal. Days
23	1/2x2x8 Stick	25	bundle	20 cal. days
24	1/2x4x8 Marine Plywood	30	рс	20 cal. Days
25	1/4x4x8 Marine Plywood	50	рс	20 cal. Days
26	Cement	400	bags	20 cal. Days
27	Std. Deformed Bars 8mm dia.	50	рс	20 cal. days
28	Std. Deformed Bars 10mm dia.	100	рс	20 cal. Days
29	Std. Deformed Bars 12mm dia.	100	рс	20 cal. Days
30	Angle bars 3.5mmx25mmx25mm	50	pcs	20 cal. Days

31	G.I Tie Wire #16	50	kls	20 cal. Days
32	Welding Rod 1/8"	50	kls	20 cal. Days
33	Welding Rod 3/16"	50	kls	20 cal. Days
34	CW Nails #1 1/2	25	kls	20 cal. Days
35	CW Nails #2	50	kls	20 cal. Days
36	CW Nails #2 1/2	25	kls	20 cal. Days
37	CW Nails #3	25	kls	20 cal. Days
38	CWN #4	15	kls	20 cal. Days
39	Concrete Nails #4	15	kls	20 cal. Days
40	Crew Bar	5	pcs	20 cal. Days
41	Hack Saw Blade	20	pcs	, 20 cal. Days
42	Cutting Disc	100	pcs	20 cal. Days
43	Grinding Disc	50	pcs	20 cal. Days
44	Drill Bits Mixed Set	1	set	20 cal. Days
44	Metal Drill Bits	1		20 cal. Days
			pcs	20 cal. Days
46	Pointed Shovel	40	рс	20 cal. Days
47	Spade Shovel	25	рс	20 cal. Days
48	Sharp Bolo (lagarao)	25	рс	20 cal. Days
49	Paint Brush 1"	30	рс	-
50	Paint Brush 2"	30	рс	20 cal. Days
51	Paint Brush 3"	30	рс	20 cal. Days
52	Paint Brush 4"	20	рс	20 cal. Days
53	Paint Roller #4	30	рс	20 cal. Days
54	Paint Roller #7	15	рс	20 cal. Days
55	Nylon #300	400	kls	20 cal. Days
56	Nylon Net (Grass Cutter)	30	meter	20 cal. Days
57	Grass Cutter Nylon Holder	20	рс	20 cal. Days
58	Working Gloves Heavy Duty	100	pair	20 cal. Days
59	Reflectorized Vest w/ Logo	75	рс	20 cal. Days
60	Reflectorized Sticker (Tape) "Yellow" 4"	1	rolls	20 cal. Days
61	Reflectorized Sticker (Tape) "Red" 4"	1	rolls	20 cal. Days
62	Reflectorized Sticker (Tape) "White" 4"	1	rolls	20 cal. Days
63	Caution Tape	15	rolls	20 cal. Days
64	Steel Tape (8m)	3	pcs	20 cal. Days
65	Broom Stick	300	pcs	20 cal. Days
66	Liquefied Petroleum Gas 11kgs	50	tank	20 cal. Days
67	Liquefied Petroleum Gas 50kgs	10	tank	20 cal. Days
68	Trapal for Tent 2.4m x 5m	1	unit	20 cal. Days
69	Trapal for Tent 3m x 6m	2	unit	20 cal. Days

Section VII. Technical Specification

Technical Specifications

[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.]

1	Cationic Emulsified Asphalt	
2	Oxidized Hot Asphalt (25kls/box)	
3	Asphalt Coldmix	
4	Enamel Paint White	
5	Latex Paint White Gloss	
6	Latex Paint Black	
7	Reflectorized Traffic Paint White	
8	Reflectorized Traffic Paint Yellow	
9	Paint Thinner	
10	Reflectorized Thermoplastic Pavement Markings White	Conform to AASHTO T250 with any ISO Certificate from the manufacturer
11	Reflectorized Thermoplastic Pavement Markings Yellow	Conform to AASHTO T250 with any ISO Certificate from the manufacturer
12	Primer Thermo	
13	3/4 Gravel	
14	Screened Sand	
15	Fine Sand	
16	2"x3"x8" Lumber	
17	1x4x10 Lumber	
18	2x2x8 Lawaan Lumber	
19	2x2x10 Lawaan Lumber	
20	1x2x4 Selected Sticks Lawaan	
21	1x2x8 Stick	
22	1x2x10 Stick	
23	1/2x2x8 Stick	
24	1/2x4x8 Marine Plywood	
25	1/4x4x8 Marine Plywood	
26	Cement	
27	Std. Deformed Bars 8mm dia.	
28	Std. Deformed Bars 10mm dia.	
29	Std. Deformed Bars 12mm dia.	
30	Angle bars 3.5mmx25mmx25mm	
31	G.I Tie Wire #16	
32	Welding Rod 1/8"	
33	Welding Rod 3/16"	
34	CW Nails #1 1/2	
35	CW Nails #2	
36	CW Nails #2 1/2	
37	CW Nails #3	
38	CWN #4	

39	Concrete Nails #4
40	Crew Bar
41	Hack Saw Blade
42	Cutting Disc
43	Grinding Disc
44	Drill Bits Mixed Set
45	Metal Drill Bits
46	Pointed Shovel
47	Spade Shovel
48	Sharp Bolo (lagarao)
49	Paint Brush 1"
50	Paint Brush 2"
51	Paint Brush 3"
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54	Paint Roller #7
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56	Nylon Net (Grass Cutter)
57	Grass Cutter Nylon Holder
58	Working Gloves Heavy Duty
59	Reflectorized Vest w/ Logo
60	Reflectorized Sticker (Tape) "Yellow" 4"
61	Reflectorized Sticker (Tape) "Red" 4"
62	Reflectorized Sticker (Tape) "White" 4"
63	Caution Tape
64	Steel Tape (8m)
65	Broom Stick
66	Liquefied Petroleum Gas 11kgs
67	Liquefied Petroleum Gas 50kgs
68	Trapal for Tent 2.4m x 5m
69	Trapal for Tent 3m x 6m
70	Grasscutter

[Use this form for Framework Agreement:]

Technical Specifications

Item / Service

		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.]
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Section VIII. Checklist of Technical and Financial Documents 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

- (e) 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; <u>and</u>
- (f) 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
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- (i) 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

(j) 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**

(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

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

Class "B" Documents

- (1) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
 - <u>or</u>

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.

Remarks: () Pass () Fail

BIDS AND AWARDS COMMITTEE (BAC)

FOR GOODS AND SERVICES

JENNITH S. LAGUESMA-PODOT

Administrative Officer V Chief, Human Resource and Administrative Section BAC Provisional Member

REYNALDO A. CANLAS

Engineer III Chief, Maintenance Section BAC Regular Member

TERESITA D. LOON

Engineer III Chief, Construction Section BAC Regular Member

ROLITO P. PANCITO

Engineer III Chief, Quality Assurance Section BAC Vice-Chairperson

GRACE T. CURAYAG Engineer III OIC, Assistant District Engineer BAC Chairperson

(m)

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; and
 - (o) Original of duly signed and accomplished Price Schedule(s).

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

- (p) [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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Remarks: () Pass () Fail

BIDS AND AWARDS COMMITTEE (BAC)

FOR GOODS AND SERVICES

JENNITH S. LAGUESMA-PODOT

REYNALDO A. CANLAS

Administrative Officer V Chief, Human Resource and Administrative Section BAC Provisional Member Engineer III Chief, Maintenance Section BAC Regular Member

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GRACE T. CURAYAG Engineer III OIC, Assistant District Engineer BAC Chairperson