



Republic of the Philippines  
PROVINCE OF CAGAYAN  
Capitol Hills, Alimannao, Peñablanca, Cagayan

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

## **Supply, Delivery, Installation, Testing, and Commissioning of Various Mechanical Workshop Tools and Equipment**

**AUGUST 16, 2022**

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# Section I. Invitation to Bid



Republic of the Philippines  
**PROVINCE OF CAGAYAN**  
Municipality of Peñablanca

## PROVINCIAL BIDS AND AWARDS COMMITTEE

### INVITATION TO BID FOR

## Supply, Delivery, Installation, Testing and Commissioning of Various Mechanical Workshop Tools and Equipment

1. The Provincial Government of Cagayan, through the Annual Budget Appropriations intends to apply the sum of **P4,999,772.00** being the Approved Budget for the Contract (ABC) to payments under the contract: **“Supply, Delivery, Installation, Testing and Commissioning of Various Mechanical Workshop Tools and Equipment”** divided into the following lots:

Lot No.	Particulars	Approved Budget for the Contract
1	Mechanical Workshop Tools and Equipment	<b>1,677,032.00</b>
2	Mechanical Workshop Tools and Equipment	<b>1,722,300.00</b>
3	Mechanical Workshop Tools and Equipment	<b>1,322,000.00</b>
4	Mechanical Workshop Tools and Equipment	<b>278,440.00</b>
<b>TOTAL</b>		<b>P4,999,772.00</b>

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

2. The Provincial Government of Cagayan now invites bids for the for **“Supply, Delivery, Installation, Testing and Commissioning of Various Mechanical Workshop Tools and Equipment”**. Delivery of the Goods required is 60 calendar days for each lot. Bidders should have completed, within **the last five (5) 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.
3. 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) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

4. Interested bidders may obtain further information from Bids and Awards Committee - Goods and Services (BAC-GS) of the Provincial Government of Cagayan and inspect the Bidding Documents at the address given below during Mondays to Fridays from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 16-September 6, 2022** from the address below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Lot No.	Particulars	Approved Budget for the Contract	Bidding Documents Fee
1	Mechanical Workshop Tools and Equipment	<b>1,677,032.00</b>	P5,000.00
2	Mechanical Workshop Tools and Equipment	<b>1,722,300.00</b>	P5,000.00
3	Mechanical Workshop Tools and Equipment	<b>1,322,000.00</b>	P5,000.00
4	Mechanical Workshop Tools and Equipment	<b>278,440.00</b>	P500.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The Provincial Government of Cagayan- Bids and Awards Committee (Goods and Services) will hold a Pre-Bid Conference<sup>1</sup> on **August 23, 2022, 9:30 a.m.** at 2<sup>nd</sup> Floor, GSO Building, BAC Conference Room, Capitol Compound, Capitol Hills, Alimannao, Peñablanca, Cagayan and/or through video conferencing or webcasting through Google Meetings, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **September 6, 2022, 8:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 6, 2022, 9:30 a.m.** at the given address below and/or via Google Meetings. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Provincial Government of Cagayan 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.
11. For further information, please refer to:

**ATTY. IAN LUIS C. AGUILA, CPA**  
Head, BAC Secretariat/General Services Officer  
Capitol Hills, Capitol Compound,  
Alimannao Peñablanca Cagayan  
pbac.cagayan@gmail.com  
(078) 396-2143

12. You may visit the following websites:

For downloading of Bidding Documents: [www.cagayan.gov.ph](http://www.cagayan.gov.ph)  
For Google Meetings link:  BAC Cagayan-Goods and Services

August 16, 2022.

**ATTY. ROGELIO R. TALIPING, JR.**  
Chairperson  
PBAC Goods and Services

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

# Section II. Instructions to Bidders

## 1. Scope of Bid

The Procuring Entity, Provincial Government of Cagayan wishes to receive Bids for the: **“Supply, Delivery, Installation, Testing and Commissioning of Various Mechanical Workshop Tools and Equipment”**, with identification number **Goods 059-2022**.

The Procurement Project (referred to herein as “Project”) is composed of **4 Lots**, 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 **F.Y. 2021** in the amount of **P 4,999,772.00**.

2.2. The source of funding is:

*a.* General fund.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership 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. **The Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.**

5.3. 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.**

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **2<sup>nd</sup> Floor GSO Building, BAC Conference Room, Capitol Hills, Alimannao, Peñablanca, Cagayan /or through videoconferencing/webcasting** 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** Clause 5.3 should have been completed within the last five 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<sup>2</sup> 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 for 120 days reckoning from the bid opening. 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 four copies of the first and second components of its Bid. **One (1) copy marked “ORIGINAL” and 3 photocopies, properly tabbed/labeled.**

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.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



- 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**

## **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

<b>ITB Clause</b>																					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <b>Supply, Delivery, Installation, Testing and Commissioning of Various Mechanical Workshop Tools and Equipment</b></p> <p style="margin-left: 40px;">b. Completed within the last 5 years prior to the deadline for the submission and receipt of bids.</p>																				
7.1	Sub-contracting is not allowed.																				
12	The price of the Goods shall be quoted DDP Provincial Government of Cagayan 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> <p style="margin-left: 40px;">a. The amount of not less than two percent (2%) of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than five percent (5%) of the ABC if bid security is in Surety Bond.</p>																				
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Mechanical Workshop Tools and Equipment</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">1,677,032.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Mechanical Workshop Tools and Equipment</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">1,722,300.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Mechanical Workshop Tools and Equipment</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">1,322,000.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Mechanical Workshop Tools and Equipment</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">278,440.00</td> </tr> </tbody> </table>	Lot No.	Particulars	Qty	ABC	1	Mechanical Workshop Tools and Equipment	1 lot	1,677,032.00	2	Mechanical Workshop Tools and Equipment	1 lot	1,722,300.00	3	Mechanical Workshop Tools and Equipment	1 lot	1,322,000.00	4	Mechanical Workshop Tools and Equipment	1 lot	278,440.00
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20.2	No further instructions.																				
21.2	<p><b>ADDITIONAL DOCUMENTS REQUIRED:</b></p> <ol style="list-style-type: none"> <li>1. Manpower Requirement and Production Delivery Schedule.</li> <li>2. Aftersales Service/Parts Warranty Statement in compliance with Section VII</li> <li>3. Un-amended Sales Literature/Brochure</li> </ol>																				

# Section IV. General Conditions of Contract

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## Section V. Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></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 Tuguegarao City Cagayan. 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 Tuguegarao City Cagayan. 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 Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> <li>f. <b>ADDITIONAL INCIDENTAL SERVICES</b></li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

**Spare Parts –**

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period **three (3) times the warranty period**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 15 working days 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

	<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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: <b>Inspection and Testing of the items on the specified in the technical specifications.</b>

## 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.

<b>Lot No.</b>	<b>Description</b>	<b>Qty</b>	<b>Total</b>	<b>Delivered Weeks/Months</b>
<b>1</b>	<b>Mechanical Workshop Tools and Equipment</b>	<b>1 lot</b>	<b>1,677,032.00</b>	<b>60 days</b>
<b>2</b>	<b>Mechanical Workshop Tools and Equipment</b>	<b>1 lot</b>	<b>1,722,300.00</b>	<b>60 days</b>
<b>3</b>	<b>Mechanical Workshop Tools and Equipment</b>	<b>1 lot</b>	<b>1,322,000.00</b>	<b>60 days</b>
<b>4</b>	<b>Mechanical Workshop Tools and Equipment</b>	<b>1 lot</b>	<b>278,440.00</b>	<b>60 days</b>



# Section VII. Technical Specifications

LOT	Technical Specifications				Statement of Compliance
1	STOCK NO.	ITEM DESCRIPTION	QTY	UNIT	<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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.]</p>
	<b>LOT 1 : Mechanical Workshop Tools and Equipment</b>				
	1	Chainblock 3T with complete accessories	8	sets	
	2	Chainblock 5T with complete accessories	6	sets	
	3	Chainblock 8-10T with complete accessories	2	sets	
	4	Fluid/oil evacuator/collector 50-75 lit cap with complete accessories	4	sets	
	5	Pneumatic, pressurized grease lubricator 15-20 lit cap	3	units	
	6	Pneumatic, pressurized operated gear oil pump with metering gauge and complete accessories, 25 lit capacity	2	unit	
	7	Manual gear oil pump 30 lit cap with meter and accessories	3	units	
	8	Manual grease pump 30 lit cap with metering gauge and complete accessories	3	units	
	9	Electric Impact Wrench driver 1/2"drive, with 8-32mm deep & shallow socket wrench sets and accessories 220v 60hz	3	sets	
	10	Hydraulic Lift Table Steel Cart 1T 32.5Lx19.5W, 10-29" Lift Range, 4HD5"casters	4	units	
	11	Platform hand truck (steel) 350kgs cap. 5.5"x24"x37"	4	units	
	12	foldable car creeper, metal construction 110kg capacity	10	units	
	13	Coil spring compressor 300mm with box, twin hooks & lock	3	sets	
	14	Filter Cap Wrench 64.5 mm 14 Flute Oil Filter Wrench, Oil Filter Cap Wrench for 2.0 to 5.7L Engines, (for Toyota Vehicles)	3	pcs	
	15	Universal Adjustable Oil Filter Wrench 2.5-4.5 inch Oil Filter Wrench Tool Set With 3 Jaw	3	pcs	
	16	Filter Cap Wrench set 24-65mm 1/2" drive universal stainless w/ 1/2" drive handle, storage box	3	sets	
	17	Filter Wrench chain type Heavy Duty	6	pcs	
	18	Impact screw driver, Heavy Duty, 7pcs with extra 4pcs phillip bit	8	sets	
	19	Ratchet Handle 3/4" drive L500 mm Heavy Duty	2	pcs	
	20	L-shaped Handle 3/4 driveL-500mm, D-28.5mm	2	pcs	
	21	Slide T-Handle 3/4 drive L-600mm, D-28.5mm Heavy Duty	2	pcs	
	22	L-shaped Handle 1" driveL-500mm, D-28.5mm Heavy Duty	2	pcs	
	23	Socket Wrench Set 24 Pcs. 3/4" Drive, 6 Point 17mm to 50mm 17, 19, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 34, 36, 38, 41, 46 and 50MM Japan Heavy Duty	4	sets	
	24	Socket wrench set 10 pcs 16-26mm, deep length, 12 pt 1/2" drive, polished chrome finish Heavy Duty	4	sets	
	25	Socket 15pcs/set metric (23,26,29,32,35,38,34,13,46,50,54) mm, 12 pt 3/4" drive, polished chrome finish Heavy Duty	4	sets	
	26	Socket 24pcs/set metric (10-32) mm, 12 pt 1/2" drive, polished chrome finish Heavy Duty	4	sets	
	27	Socket 24pcs/set metric (10-32) mm, 6 pt 1/2" drive, polished chrome finish Heavy Duty	6	sets	
	28	Hex Driver set 9 pcs 4,5,6,8,10,12,14,17, 19 mm 1/2" drive, tough steel Heavy Duty	2	sets	

2	29	Metric Wrench set 10 pcs 10-19 mm Highly Polished Nickel, tough steel HD	6	sets	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.]	
	30	Socket wrench set 13 pcs 12-24mm, STD length, 12 pt 1/2" drive, polished chrome finish Heavy Duty	4	sets		
	31	Adjustable Wrench 42mm Jaw opening, 12" long, black Oxide Heavy Duty	10	pcs		
	32	Adjustable Wrench 42mm Jaw opening, 15" long, black Oxide	2	pcs		
	33	Tie Rod/Ball joint separator Fork (light vehicle)	4	pcs		
	34	Heavy Duty Pipe wrench 6 in cap, High Tensile Ductile Iron Handle 48in. long	2	pcs		
	35	Heavy Duty Pipe wrench 5in. cap, High Tensile Ductile Iron Handle 36in. long	2	pcs		
	36	Feeler Gauge .0015-.025 inch	5	pcs		
	37	Pneumatic Spray gun Adjustable Trigger control	4	pcs		
	38	Circlip Snap ring Plier, outer	5	pcs		
	39	Circlip Snap ring Plier, inner	5	pcs		
	40	Combination wrench set 8-24 mm 14 pcs	10	pcs		
	41	Hex key wrench set (5,6,8,10,12,17 mm) socket type 1/2" drive with Ratchet and T-handle	2	sets		
	42	Long Nose Locking plier L-135mm (vice grip)	6	pcs		
	43	Locking plier straight jaw L-175mm (vice grip)	6	pcs		
	44	Locking plier C clamp L-260mm	6	pcs		
	45	Locking plier Welding Clamp clamp L-215mm	6	pcs		
	46	Disc Brake Spreader	4	pcs		
	47	Basic tool set Heavy Duty (long and flat nose plier, flat & screw driver, light tester, cutter, mechanical plier, vice grip with box/casing)	10	sets		
	48	cross vise 8" jaw Heavy Duty	4	pcs		
	49	bench vice 8" jaw with swivel vase Heavy Duty	6	pcs		
	50	Toolbox storage organizer Trolley blue point, High quality carbon steel, Telescopic handle for easy handling, 3 individual boxes combine together, Boxes are detachable for more variety of work, Holds up to 45 kg of tools	5	unit		
	51	Manual hand rotary oil pump for refilling metal alloy	5	pcs		
	52	Manual oil pump transfer/refiller 20 lit tank capacity	3	unit		
	53	Manual oil pump transfer/refiller 10 lit tank capacity	3	unit		
	54	Vice grip Heavy Duty original 10 in.	10	pcs		
	55	Tool Storage Cabinet trolley with 7 drawer central lock, Heavy Duty, 4 wheels	2	unit		
	56	Combination wrench Set 8 -24 mm 12PCS Heavy Duty	12	sets		
	57	Combination wrench Set (1/4 - 15/16 in) 12PCS Heavy Duty	6	sets		
	58	Back wrench Set (8 - 24 mm) 12PCS Heavy Duty	10	sets		
	59	Telescopic Magnetic Pick Up Rod Stick Extension Length	15	pcs		
	60	Trouble Light 5 Meters Length AWG 18 Cord or 1.0mm Max 60W	15	pcs		
	<b>NOTE: To include Installation, Testing, Commissioning and Training of End-user.</b>					
		<b>STOCK NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>		<b>UNIT</b>
		<b>LOT 2 : Mechanical Workshop Tools and Equipment</b>				
		1	TIG + ARC welding machine, 2 in one, inverter 300Amps 220V/60Hz complete with argon tank, regulator assy	3		units
		2	MIG+ ARC welding machine, 2 in one, inverter 300Amps 220V/60Hz with 10 spools (1 kg/spool) gasless wire flux cord	3		units

3	Auto Darkening Welding Goggles	8	pcs	
4	Auto Darkening Welding Helmet	10	pcs	
5	Steel Magnet Magnetic Welding Holder 75lbs 5"	12	pcs	
6	Portable air compressor 220V 1Φ 2HP 2piston 45lit cap	3	unit	
7	Hand truck trolley Heavy duty, 1ton Load Capacity, 4wheel 10"dia caster wheel	4	unit	
8	Hydraulic Pipe Bender Jack Type 1/2 to 2 Inch, 12tons capacity	2	unit	
9	Tire Wrench with Handle HD (for DT) (ssa/hyu 41 x 21) Heavy Duty	10	pcs	
10	Tire Wrench with Handle HD (for DT) ( FAW 33 x 21)	20	pcs	
11	Jack stand 3T	20	pcs	
12	Workshop Crane HD hydraulic foldable 2T w/ steel caster	3	unit	
13	Electric hand drill 650w 220V 13mm chuck	6	unit	
14	Portable welding machine 300A 220V copper	5	pcs	
15	Inverter welding machine 300A 220 volts	5	unit	
16	Angle grinder 4" dia disc 240V 600W	6	unit	
17	HyrdraulicJack 20T	25	pcs	
18	Motorized hydraulic pipe bender 1.25" in dia.capacity	2	unit	
19	Transmission hydraulic Jack with foot pedal reinforced steel base with wheel and adjustable height	4	pcs	
20	Power Spray Assembly (High Pressure Pump) with AC Motor 220V	6	sets	
21	Power Spray Assembly (High Pressure Pump) with diesel engine, 6.5Hp	6	sets	
22	Electric Jigsaw HD 240V, 750w, with 4 sets of saw bits	2	pcs	
23	Jumpstart/battery charger 220V 12-24V	2	unit	
24	Garage cargo jack Heavy Duty, 35T (crocodile jack)	7	unit	
25	Cut off machine 220-250VAC 60Hz	2	unit	
26	Bore grinder 600w 60hz with sets of grinding stones/accessories	2	pcs	
<b>NOTE: To include Installation, Testing, Commissioning and Training of End-user.</b>				
3	<b>STOCK NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>
	<b>LOT 3 : Mechanical Workshop Tools and Equipment</b>			
	1	Automotive lift machine motorized 240V 4T. To include installation, testing and comissioning.	4	units
	2	Diesel engine driven portable mobile screw air compressor 145 psig 185 cfm 43HP towable (built in frame)	1	unit
	3	1 Inch drive Air Impact Wrench Large Torsion Heavy Duty Pneumatic Impact Wrench Average Air Consumption: 0.5M3 / Min Working Pressure: 0.62-1.0 (Mpa) No-load Speed: 4200 (rpm) Drive Rod Size: Approx. 25mm / 1in Air Inlet Size: 1/2 (inch) Maximum Torsion: 2200 (n.m) Working Pressure: 8-12KG / CM <sup>2</sup> Air Inlet Connector: 1/2 inch Inlet Diameter: Approx. 13mm / 0.5in Bolts Capacity: 41MM complete with attachment, fittings, air hose, quick coupler ready connect to compressor	2	unit
<b>NOTE: To include Installation, Testing, Commissioning and Training of End-user.</b>				

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.]

4	<b>STOCK NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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.]</p>
		<b>LOT 4 : Mechanical Workshop Tools and Equipment</b>			
	1	OBD scanner diagnostic tool set with display LAUNCH X431 V Ver.4.0 2021 Latest Bidirectional Scan Tool, 8.1" Display, Full System Full Function Automotive Diagnostic Scanner,ECU Coding,Key Program,31+Services,Free Update	1	unit	
	2	Analog Multimeter tester Heavy Duty	4	pcs	
	3	Digital tester Heavy Duty	4	pcs	
	4	CNC Vernier Caliper 0-300 0.02 Precision Micrometer Measuring Stainless Steel Gauge Measure	2	pcs	
	5	Digital vernier 0-300mm/0-12in 500-193-30 caliper stainless steel CNC Caliper	2	pcs	
	6	Outside Mechanical Micrometer Caliper Gauge Measuring Tool, 0-25mm/0.01mm	2	pcs	
	7	Dial Indicator Range: 10mm Graduation: 0.01mm Reading: 0 - 100	2	pcs	
	8	Airconditioning manifold test kit complete with box/accessories, 4pcs coupler	2	sets	
	9	Vacuum pump 220Volts, two stage deep vaccum with 1/2 & 1/4 inch dia. connector	1	unit	
	10	Hydraulic high pressure test kit 0 - 6,000 psi gauge with advanced silicone oil, and it has better shock resistance and higher accuracy, includes: 11pcs couplings suitable for Caterpillar/Kawasaki/Hyundai etc. and also widely applicable to various pressure test scenarios. Package Inclusion: 3 Pressure gauges + 11 couplings + 3 test hoses + 1 aluminum case. Warranty: Offer exchange or repair service for free in 2 years	2	sets	
11	Drill Bit, Metric Jobber length, 29pcs/set	4	sets		
<b>NOTE: To include Installation, Testing, Commissioning and Training of End-user.</b>					

# 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); **and**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications,
  - (j) Production/delivery schedule
  - (k) Manpower requirements
  - (l) After-sales/parts warranty
  - (m) Un amended Sales Literature
  - (n) Professional License
  - (o) Curriculum Vitae
- (p) 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

- (q) 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**

- (r) 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***

- (s) 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)***

- (t) *[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.
- (u) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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



