

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF ONE (1) SET CROSS SECTIONAL UNDERGROUND BORING OPERATION EQUIPMENT FOR 3-6 INCHES PIPING WITH ACCESSORIES FOR MANOLO FORTICH WATER SUPPLY IMPROVEMENT PROJECT

Manolo Fortich Water District

August 2022

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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
MANOLO FORTICH WATER DISTRICT
A.Ditona Street, Tankulan, Manolo Fortich, Bukidnon
Tel. No. 09176771080, Email Add.: mfwd_buk@yahoo.com
Water is Life. Conserve Water. Preserve Life

Invitation to Bid for Procurement of One (1) Set Cross Sectional Underground Boring Operation Equipment for 3-6 inches Piping with Accessories

ITB Number 2022-08-004

1. The Manolo Fortich Water District, through the *Corporate Operating Budget for the Year 2022* intends to apply the sum of Three Million Seven Hundred Thousand Pesos (P 3,700,000.00) being the ABC to payments under the contract for Procurement of One (1) Set Cross Sectional Underground Boring Operation Equipment for 3-6 inches Piping with Accessories / ITB Number 2022-08-004. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Manolo Fortich Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required within *One Hundred Eighty Days after the receipt of Notice to Proceed*. Bidders should have completed, within **four (4) 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) No. 9184.
 - a. 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.
4. Prospective Bidders may obtain further information from *Manolo Fortich Water District* and inspect the Bidding Documents at the address given below during *Mondays to Fridays from 8am to 4pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 15, 2022* 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 Five Thousand Pesos (PhP 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means*.

The *Manolo Fortich Water District* will hold a Pre-Bid Conference¹ on *August 15, 2022 at 2:00 o'clock in the afternoon* at *2/f MFWD Bldg, Tankulan, Manolo Fortich, Bukidnon*, which shall be open to prospective bidders. Pre-bid conference may be conducted in person with only one (1) representative per bidder subject to existing health protocols and guidelines.

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on *August 30, 2022 at 2:00 o'clock in the afternoon* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The Manolo Fortich Water District 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.
10. For further information, please refer to:

Bids and Awards Committee Secretariat
MANOLO FORTICH WATER DISTRICT
A. Ditona Street
Barangay Tankulan
Manolo Fortich, Bukidnon 8703
Telephone No.: (0916) 925-5603
Email: mfwd_buk@yahoo.com

11. You may visit the following websites:

For downloading of Bidding Documents: *mfwd.gov.ph*; *Philgeps.gov.ph*

August 2022

(Signed)
ENGR. ERMITO L. GANAS
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Manolo Fortich Water District* wishes to receive Bids for the *Procurement of One (1) Set Cross Sectional Underground Boring Operation Equipment for 3-6 inches Piping with Accessories / ITB Number 2022-08-004.*

The Procurement Project (referred to herein as “Project”) is composed of one (1) 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 2022 in the amount of *Three Million Seven Hundred Thousand Pesos (P 3,700,000.00).*

2.2. The source of funding is GOCC, the Corporate Operating Budget of 2022

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.

- 5.3. 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. 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 *2/f MFWD Bldg, Tankulan, Manolo Fortich, Bukidnon* 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 *four (4) 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.

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *December 28, 2022*. 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 **five (5)** certified true copies of the first and second components of its Bid, **arranged, tabbed and numbered**.

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.

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**.

² 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. 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. 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.
- 19.3. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Boring Machine</i> b. Completed within <i>four (4) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>No further Instruction.</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of cash stated below: <ul style="list-style-type: none"> a. The amount of not less than P 74,000.00.
19.3	<i>No further Instruction.</i>
20.2	<i>No further Instruction.</i>
21.2	<i>No further Instruction.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to MFWD Compound, Kihare, Tankulan, Manolo Fortich, Bukidnon. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to MFWD Compound, Kihare, Tankulan, Manolo Fortich, Bukidnon. 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 are <i>Mr. Aldwin Olaivar and MFWD TWG Personnel</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until</p>

	<p>their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	“The terms of payment shall be within one (1) month after full delivery.”
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> a. Physical Appearance/ b. Compressor Capacity c. Boring Test d. Others: Please refer to Technical Specifications.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of supply, delivery, installation and commissioning of one (1) unit of Filter Machine, parts and accessories to the project site within one hundred eighty (180) calendar days upon receipt of the Notice to Proceed. The said items shall be fully operational within the specified period of time.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	One (1) Set Cross Sectional Underground Boring Operation Equipment for 3-6 inches Piping with Accessories	1 set	1	180 Calendar Days
	-oOo-			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>prosecution subject to the applicable laws and issuances.]</i>
A.	<p>Brand New and Compact Cross Sectional Underground Boring Operation Equipment for 3 – 6 inches Piping with Accessories</p> <p>The Cross Sectional Underground Boring Operation Equipment for 3 – 6 inches Piping with Accessories should be brand new and compact, and should conform to the Quality Management System standards: ISO 9001:2015. The supply of ONE (1) SET Cross Sectional Underground Boring Operation Equipment for 3 – 6 inches Piping with Accessories included in the approved Program of Work shall have the following features and specifications:</p>	
General Requirements:		
A.1	PNEUMATIC PIERCING TOOL (BORING TOOL)	
	<p>Pneumatic device (with reverse mode) design for piercing and pipe ramming.</p> <p>It enables pulling of 110mm and bigger pipes in the second operation using expander and can also be equipped with towing loop enabling pulling Ø75mm pipes into made bore in reverse mode.</p> <p style="text-align: center;">TECHNICAL SPECIFICATIONS:</p> <p>1) Tool Diameter : 95 mm (3.7inch)</p> <p>2) Tool Length : 1500 mm (59 inch)</p> <p>3) Weight : 54 kgs (119 lbs)</p> <p>4) Air Consumption : 2.3 m³ /min. (35 cfm)</p> <p>5) Nominal Air Pressure : 72.5 – 87 psi (5-6 bar)</p>	

	<p>6) Air Pressure with Expander: 87 – 101.5 psi (6-7 bar)</p> <p>7) Strokes per second : 5.5</p> <p>8) Length of Drilling : 20 m</p> <p>9) Year Model : 2022</p> <p>INCLUDED:</p> <p>10) 130 mm, 160 mm and 180mm Expanders</p> <p>11) 30 m 1 inch Supply Air Hose</p> <p>12) 15 m 1 inch Compressor Air Hose</p> <p>13) 1.3L Lubricator Oiler</p> <p>14) Lubricant Oil</p> <p>15) Aiming Tool</p> <p>16) Starting Cradle</p> <p>17) Part and Operations Manual</p> <p>18) Product Brochure</p> <p>STANDARD DOCUMENTS:</p> <p>18) Certificate of Date Manufactured from Manufacturer.</p> <p>19) Certificate of Distributorship.</p> <p>20) Declaration of Conformity – European/US Standard</p>	
	<p>A.1.1 ACCESSORY 1: POTABLE AIR COMPRESSOR</p> <ol style="list-style-type: none"> 1. The air compressor shall be brand new and compact. 2. Manufactured from January 2022 up to the present 3. The air compressor can deliver free air of 5 m³/min. 4. Working pressure can be 10bar, which make this compressor suitable for almost any diameter of borehole. 	

	<ol style="list-style-type: none"> 5. It should use a State-of-the-art Screw element. Machine should use a new generation of α-type asymmetrical 5-6 tooth profile. 6. Engine has exhaust turbocharging technology to improve the dynamic property and reduce the fuel consumption. 7. Distinctive air filters include iron shell double air filters and mechanical air filter indicator for purified and clean air even in dusty areas. 8. The compressor should have a coarse filter and a safety filter element, which filters out dust and solid particles larger than about 5 μm in the air and helps to avoid early wearing of the screw rotor. 9. The compressor's cooler should use anti-static fan belts and blades to avoid sparkles and should be suitable for use in harsh outside environment with high temperature and high humidity. 10. The whole compressor should have a double shock absorption to reduce vibrations and ensures machine runs more smoothly and effectively and prevents oil leakage 11. Drain outlets should conveniently position for easy engine oil, fuel, oil cooler and water cooler draining. 12. Large capacity fuel tank to ensure the machine could run continuously for saving fueling time and productivity reduction caused by downtime. 13. The silencer should use porous sound-absorbing materials for noise reduction. 14. Double-wing, double opening design and reasonable layout of parts ensure the best space and convenience for maintenance. 15. Chassis – damped chassis and wear resistant type. 16. The rainproof and dustproof design for body of compressor to improve the protection level. 	

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15. Chassis – damped chassis and wear resistant type.
16. The rainproof and dustproof design for body of compressor to improve the protection level.

Technical Data

MODEL	
Free Air Delivery	5 m ³ /min or 177 CFM
Max. Working Pressure	10 bar or 145 psi
Compression Stage	Double stage compression
Lubricant Capacity	20 liters
Discharge Outlet Quantity	G3/4"×1 G1-1/4"×1
Wheel Quantity	2
Dimensions (L*W*H) mm	2570*1860*1720 (w/o tow bar)
Weight	1200 kg
DIESEL ENGINE	
Year Model	2022
Type	Turbocharging, Charge air cooling
Engine Speed (Loaded)	1950 RPM
Engine speed (Unloaded)	1350 RPM
Rated	45KW = 60HP
Fuel Tank Capacity	73 L

STANDARD DOCUMENTS:

- 17) Certificate of Date Manufactured from Manufacturer
- 18) Certificate of Distributorship
- 19) ISO 9001:2015
- 20) ISO 14001:2015
- 21) ISO 45001:2018

CONTROL SPECIFICATIONS:

- 22) Control system should be present and it should be present and it should display real-time engine speed, oil pressure, water temperature, battery voltage, air inlet pressure, air inlet temperature, instantaneous fuel consumption, engine failure and other information with sound and light signal alarm function.
- 23) External suction and diversion mode, and sound-absorbing cotton for inhaling external cold air and

	<p>reducing internal noise.</p> <p>24) Automatic operation system helps the operator to master the operating skills quickly, unattended operation and remote control are available.</p>																																		
	<p>A.1.2 ACCESSORY 2: PNEUMATIC JACKHAMMER</p> <p>Ideal for medium and heavy concrete removal, demolition, utility work, and industrial maintenance. Such as the power-stroke piston which delivers more power to work surface and costly wear item, the anvil block.</p> <ul style="list-style-type: none"> - No costly side rods and springs. - Composite valve eliminates rusting. - Directional exhaust eliminates blow back. - Built in lubricator. - Hand serviceable shank does not require a press to service. - Blackhead conforms to operator' leg. <p>TECHNICAL SPECIFICATIONS:</p> <table> <tr> <td>1) Handle Type</td><td>:</td><td>Standard</td></tr> <tr> <td>2) Muffler</td><td>:</td><td>N/A</td></tr> <tr> <td>3) Hex Shank Size</td><td>:</td><td>1-1/4" x 6"</td></tr> <tr> <td>4) Weight w/o Accessory, lbs (kg)</td><td>:</td><td>76 (31.8)</td></tr> <tr> <td>5) Stroke length, inch (mm)</td><td>:</td><td>5.75 (146)</td></tr> <tr> <td>6) Bore Diameter, inch (mm)</td><td>:</td><td>2.06 (52.3)</td></tr> <tr> <td>7) Blows per minute</td><td>:</td><td>1,250</td></tr> <tr> <td>8) Length w/o Accessory inch (mm)</td><td>:</td><td>27.5 (686)</td></tr> <tr> <td>9) Air Inlet NPT, inch</td><td>:</td><td>0.75</td></tr> <tr> <td>10) Min Hose Size, inch (mm)</td><td>:</td><td>0.75 (19)</td></tr> <tr> <td>11) Air Consumption @ Load cfm (L/min)</td><td>:</td><td>70 (1,982)</td></tr> </table>	1) Handle Type	:	Standard	2) Muffler	:	N/A	3) Hex Shank Size	:	1-1/4" x 6"	4) Weight w/o Accessory, lbs (kg)	:	76 (31.8)	5) Stroke length, inch (mm)	:	5.75 (146)	6) Bore Diameter, inch (mm)	:	2.06 (52.3)	7) Blows per minute	:	1,250	8) Length w/o Accessory inch (mm)	:	27.5 (686)	9) Air Inlet NPT, inch	:	0.75	10) Min Hose Size, inch (mm)	:	0.75 (19)	11) Air Consumption @ Load cfm (L/min)	:	70 (1,982)	
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	<p style="text-align: center;">STANDARD DOCUMENTS:</p> <p>12) Certificate of Reseller</p> <p>13) ISO 9001:2015</p> <p>14) ISO 14001:2015</p>	
	<p style="text-align: center;">A.2 After Sales Services</p> <ol style="list-style-type: none"> 1. Provide lists of adequate parts of stock as to original spare parts to meet with the system's exact specifications. 2. Closeness to the customer and to be able to provide support quickly. 3. Providing necessary information and help, from start to finish, ensuring your equipment is installed and commissioned safely and successfully. 4. Standard English manuals for operation, working, maintenance, service prescriptions, and troubleshooting. 5. On-site Services. All service jobs are completed with a detailed service report which is given to the customer. 	
	<p style="text-align: center;">A.3 Additional Requirements</p> <ol style="list-style-type: none"> 1. Distributorship certificate, Reseller certificate issued by manufacturer/authorized distributor. 2. Notarized certificates by the manufacturer/authorized distributor indicating the date manufactured and availability of the spare parts. 3. Quality Management Certificate according to ISO 9001:2015 for both Air Compressor and Jackhammer. 4. Declaration of Conformity – European/US Standard for the Boring Machine 5. Environmental Management Certificate according to ISO 14001:2004 for Potable Air Compressor 6. Brochure. The brochure for the pneumatic piercing tool, pneumatic jackhammer and potable air compressor shall contain model, maximum working 	

	pressure, free air delivery, dimensions, weight, engine model-make, type and rated power.	
	<p>A.4 Supply and Delivery</p> <ol style="list-style-type: none"> 1. All items to be delivered shall be secured and packed using crates. Separate crates shall be used when necessary. 2. The materials to be delivered shall only be accepted during working days and working hours. 3. The delivery point shall be at MFWD office, A. Ditona Street, Tankulan, Manolo Fortich, Bukidnon, Mindanao, Philippines. After checked and verified, the delivered package shall be transported by the winning bidder's representative to MFWD Warehouse. 4. The said package shall only be opened with the presence of the winning bidder's representative and MFWD's TWG member. 5. Any damage part shall be replaced by the winning bidder. 	
	<p>A.5 Commissioning</p> <ol style="list-style-type: none"> 1. All expenses needed during commissioning shall be covered by the winning bidder. The winning bidder's technical person and MFWD's TWG member shall be both present during commissioning. 2. The Equipment shall be tested by conducting equipment run. The running conditions of the equipment shall meet the required technical specifications. 3. If the equipment malfunctions, the winning bidder's technical person shall troubleshoot and repair the damage parts during commissioning. The damaged equipment shall be replaced by the winning bidder immediately. 	
	<p>A.6 Warranty</p> <p>A notarized original certificate issued by the manufacturer/authorized distributor indicating at least one (1) year warranty period for the equipment and all its components and accessories shall be submitted during bidding.</p>	

	<p style="text-align: center;">A.7 Training</p> <p>During commissioning, the winning bidder's technical person shall train the MFWD's operator how to operate and troubleshoot the equipment within SEVEN (7) days. All expenses shall be covered by the winning bidder.</p>	
	<p style="text-align: center;">A.8 Terms of Payment</p> <p>Full payment shall be made within ONE (1) MONTH after complete delivery, success commissioning, submission of notarized warranty certificate, relevant training certificate, and submission of acceptance report by the technical work group approved by the General Manager.</p>	
	<p style="text-align: center;">A.14 Free Servicing</p> <p>The winning bidder shall conduct preventive maintenance of the equipment within SIX (6) MONTHS after warranty period expired.</p>	

Item	Description	Compliance with Technical Specifications
A	Pneumatic Piercing Tool (Boring Tool) – 1 unit	
a.	Specifications:	
	- Brand New and Compact	
	- Total Diameter: 95 mm (3.7 in)	
	- Tool Length: 1500 mm (59 in)	
	- Weight: 54 kg (119 lbs)	
	- Air Consumption: 2.3 m ³ /min (35 cfm)	
	- Nominal Air Pressure: 72.5 – 87 psi (5-6 bar)	
	- Air Pressure with Expander: 87 – 101.5 psi (6-7 bar)	
	- Stroke per second: 5.5	
	- Maximum Length of Drilling: 20 meters	
	- Year Model: 2022	
b.	Inclusive:	
	- Expander:	
	-130 mm	
	-160 mm	
	-180 mm	
	- Supply Air Hose: 30 m of 1”	
	- Compressor Air Hose: 15 m of 1”	
	- Lubricator Oiler: 1.3 L	
	- Lubricant/Oil	
	- Aiming Tool	
	- Starting Cradle	
	- Parts and Operation Manual	
	- Product Brochure	

Printed Name and Signature
Bidder's Authorized Representative

Date

Item	Description	Compliance with Technical Specifications
c.	Standard Documents	
	- Certificate of Manufacturer	
	- Certificate of Distributorship/Reseller	
	- Declaration of Conformity	
B	Accessory 1: Potable Air Compressor – 1 unit	
a.	Specifications:	
	- Brand New Potable Air Compressor and Compact	
	- Type: Screw Type (Air-end) Compressor	
	- Air Delivery: 177 cfm (5m ³ /min)	
	- Max. Working Pressure: 145 psi (10 bar)	
	- Discharge outlet quantity: G3/4”*1 G 1-1/4”*1	
	- Wheel Quantity: 2	
	- Dimension (L*W*H) mm: 2570*1860*1720 without tow bar	
	- Weight: 1200 kg	
	- Engine Rated Speed: 1950 RPM	
	- Rated Power: 45 KW/60 Hp	
	- Fuel Tank Capacity: 73 L	
	- Year Model: 2022	
b.	Standard Documents	
	- Certificate of Manufacturer	
	- Certificate of Distributorship/Reseller	
	- ISO 9001:2015	
	- ISO 14001:2015	
	- ISO 45001:2018	

Other Requirements in the Technical Specifications

Printed Name and Signature
Bidder's Authorized Representative

Date

Item	Description	Compliance with Technical Specifications
c	Control Specifications	
	- A control system should be present and it should display:	
	- Real-time engine speed	
	- Oil pressure	
	- Water temperature	
	- Battery voltage	
	- Air inlet pressure	
	- Air inlet temperature	
	- Fuel consumption	
	- Engine failure	
	- Other information with sound and light signal alarm function	
	- External suction and diversion mode, sound-absorbing cotton for inhaling external cold air and reducing internal noise.	
	- Automatic operation system helps the operator to master the operating skills quickly, unattended operation and remote control are available.	
C	Accessory 2: Pneumatic Jackhammer	
a.	Specifications:	
	- Brand New and Compact	
	- Hex Shank Size: 1-1/4" x 6"	
	- Weight w/o accessories: 76 lbs (31.8 kgs)	
	- Length w/o accessories: 27.5 in (686mm)	
	- Stroke length: 5.75 in (146 mm)	
	- Blows per minute: 1,250	
	- Air Inlet: 0.75 in	

Other Requirements in the Technical Specifications

Printed Name and Signature
Bidder's Authorized Representative

Date

Item	Description	Compliance with technical specifications
	- Main Hose Size: 0.75 in (19 mm)	
	- Air Consumption @ Load: 70 cfm (1,982L/min)	
b	Inclusive:	
	- Moll Point	
	- 50 ft Air Hose	
	- Clamp	
	- Coupling	
	- Tool Oil	
	- Oiler Lubricator	
c.	Standard Documents	
	- Certificate of Distributorship/Reseller	
	- ISO 9001:2015	
	- ISO 14001:2015	

Other Requirements in the Technical Specifications

Printed Name and Signature
Bidder's Authorized Representative

Date

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

Class “B” Documents

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

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

- ☐ (i) 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).

Republic of the Philippines



Government Procurement Policy Board