



**Procure**

**These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government Owned or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the**

- d The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue**
- e Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.**
- f For guidelines on the veio Mne**

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- **Approved Budget for the Contract**
- **Bids and Awards Committee**
- **A signed offer or proposal to undertake a contract submitted by a bidder in response to and in conformance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c])**
- **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])**

**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])**

- **Bureau of Internal Revenue**

- **Department of Trade and Industry**

- **Exvoiks**

- **“Free Carrier” shipping point**

- **“Free on Board” shipping point**

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**The Invitation to Bid (ITB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The ITB shall be posted in accordance with Section 21.2 of the 2016 Revised IRR of RA No. 9184.**

**Apart from the essential items listed in the Bidding Documents, the ITB should also indicate the following:**

- a. The date of availability of the Bidding Documents, which shall be from the time the ITB is first advertised/posted until the deadline for the submission and receipt of bids;**
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;**
- c. The deadline for the submission and receipt of bids; and**
- d. Any important bid evaluation criteria (e.g. or**

**passed ] em c Ma**

**CAVITE STATE UNIVERSITY**  
**Don Severino delas Alas Campus**

- 7 Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 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 Clause 14**
- 9 Bid openings shall be on Bids will be opened in the presence of the bidders' representative who choose to attend the activity.**
- 10 The 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 356 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**

**BAC Secretary  
Cavite State University  
Indang Cavite  
✉ [mmaranan@csueduph](mailto:mmaranan@csueduph)  
(0977) 0863570  
(046) 8896373**

- 12 You may visit the following website**  
**For downloading of Bidding Documents <https://csueduph/invitationto/bid/>**

**BAC Chair, Goods and Consulting Services**

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

**The Procuring Entity,**

**wishes to receive Bids for the  
with identification**

**number \_\_\_\_\_**

**The Procurement Project (referred to herein as "Project") is composed of the details of which are described in Section VII (Technical Specifications).**

**21. The GOP through the source of funding as indicated below for  
in the amount of**

**22. The source of funding is**

**a. GOCC and GFIs, the Corporate Operating Budget**

**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 by the BAC through the issuance of a supplemental or bid bulletin.**

**The Bidders, 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.**

**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 "T" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.**

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

**52. [~~Select one, delete other/s~~]**

**a. Foreign ownership exceeding those allowed under the rules may participate pursuant to**

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No 9181 and its 2016 Revised IRR allow foreign bidders to participate;**
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;**

**i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty five percent (25%) in the case of expendable supplies] of the ABC for this Project; and**

**ii. The largest of these similar contracts must be equi**







**141. The Bidders shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the \_\_\_\_\_, which shall be not less than the percentage of the ABC in accordance with the schedule in the \_\_\_\_\_.**

**142. The Bid and bid security shall be valid until [indicate date]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.**

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

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

**If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidders 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.**

**161. 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 \_\_\_\_\_.**

**171. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the \_\_\_\_\_. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case video conferencing, 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.**

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contact 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.

**181. 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.**

**191. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using nondiscretionary 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.**

**192. 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 may be. In this case, the Bid Security as required by Clause 15 shall be submitted for each lot or item separately.**

**193. The descriptions of the lots or items shall be indicated in \_\_\_\_\_, although the ABCs of these lots or items are indicated in the \_\_\_\_\_ 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.**

**194. The Project shall be awarded as follows:**

**Option 1 – One Project having several items that shall be awarded as one contract.**

**195. 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.**

**Agreement, the LCB shall likewise submit the required documents for final Post Qualification}**

**21.1 The documents required in Section 372 of the 2016 revised IRR of RA No 9184 shall form part of the Contract. Additional Contract documents are indicated in the .**

**The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the IIB found in Section II, which are specific to each procurement.**

**This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the IIB and has to be prepared for each specific procurement.**

**The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:**

- a Information that specifies and complements provisions of the IIB must be incorporated.**
- b Amendments and/or supplements, if any, to provisions of the IIB as necessitated by the circumstances of the specific procurement, must also be incorporated.**

<b>53</b>	<p>For this purpose, contracts similar to the Project shall be</p> <p>_____</p> <p><b>b</b> completed within [indicate period] prior to the deadline for the submission and receipt of bids</p>
<b>12</b>	The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project
<b>141</b>	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts</p> <p><b>a</b> The amount of not less than _____ (2% of ABC), if bid security is in cash, cashier's/nanager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p><b>b</b> The amount of not less than _____ (5% of</p>

**The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties**

**Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract**

**Any complementary information, which may be needed, shall be introduced only through**







**Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.**

**The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:**

- a Information that complements provisions of the GCC must be incorporated**
- b Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated**





**Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier; and the cost thereof shall be included in the Contract Price**

**Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site,**

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

**The Procuring Entity accepts 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.**

**The Suppliers 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.**

**22**

**[If partial payment is allowed, state] "The terms of payment shall be as follows \_\_\_\_\_."**





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

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





**Please see separate sheets for the  
specification requirements**

**The prescribed documents in the checklist are named }ind**

**Legal Documents**  
**(a)**

- government procurement activities for the same item or product**
- (j) Certification from the DII if the Bidder claims preference as a Domestic Bidder or Domestic Entity.**
  
  - (a) Original of duly signed and accomplished Financial Bid Form \_\_\_\_\_**
  - (b) Original of duly signed and accomplished Price Schedule(s).**

