

**PHILIPPINE BIDDING
DOCUMENTS
(As Harmonized with Development Partners)**

Procure

- 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 use of Bidding use icons “ ta i**

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations..... | 5 |
| Section I. Invitation to Bid..... | 8 |
| Section II. Instructions to Bidders..... | 11 |
| 1 Scope of Bid..... | 12 |
| 2 Funding Information..... | 12 |
| 3 Bidding Requirements..... | 12 |
| 4 Corrupt, Fraudulent, Collusive, and Coercive Practices..... | 12 |
| 5 Eligible Bidders..... | 12 |
| 6 Origin of Goods..... | 14 |
| 7 Subcontracts..... | 14 |
| 8 Pre-Bid Conference..... | 15 |
| 9 Clarification and Amendment of Bidding Documents..... | 15 |
| 10 Documents comprising the Bid Eligibility and Technical Components..... | 15 |
| 11 Documents comprising the Bid Financial Component..... | 15 |
| 12 Bid Prices..... | 16 |
| 13 Bid and Payment Currencies..... | 16 |
| 14 Bid Security..... | 17 |
| 15 Sealing and Making of Bids..... | 17 |
| 16 Deadline for Submission of Bids..... | 17 |
| 17 Opening and Preliminary Examination of Bids..... | 17 |
| 18 Domestic Preference..... | 18 |
| 19 Detailed Evaluation and Comparison of Bids..... | 18 |
| 20 Post-Qualification of Bidders..... | 18 |

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 conformance with the requirements of the bidding documents. Also referred to as bid (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[j])

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

CIFF – Cost Insurance and Freight (2016 revised IRR, Section 5[f])

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as . (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 projects, and services.

Notes on the Invitation to Bid

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 availability of funds for the project in Manila.**



CAVITE STATE UNIVERSITY
Don Severino delas Alas Campus

1. The Cavite State University, through the _____ intends to apply the sum of _____ being the ABC to payments under the contract for _____. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Cavite State University now invites bids for the above Procurement Project. Delivery of the Goods/Services is required for 30 days. Bidders should have completed, within _____ from the date of submission and receipt of bids, a contract similar to the Project. The description of a 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 “_____” criteria as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No 5183.
4. Prospective Bidders may obtain further information from _____ and inspect the Bidding Documents at the address given below during _____.
5. A complete set of Bidding Documents may be acquired by interested Bidders on _____ from the given address and website(s) below.
6. The _____ will hold a Pre Bidding Conference¹ on _____ which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (P1,000,000) where the Procuring Entity may not hold a Pre Bid Conference

- 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 ITB Clause 14**
- 9 Bid opening shall be on _____ at _____ Bids will be opened in the presence of the bidders' representative who choose to attend the activity. A representative is required to wear mask and show vaccination card relative to the COVID-19 pandemic, in accordance to the existing health, safety and management protocol of the University.**
- 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 _____**

- 12 You may visit the following website _____
For downloading of Bidding Documents**

Notes on the Instructions to Bidders

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

i

the acts, defaults, and negligence of any subcontractor, its agents, servants, or

14 Bid Security

14.1 The Bidders 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 Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive

15 Sealing and Marking of Bids

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

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

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

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 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.

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

² 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.

18 Domestic Preference

- 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.

19 Detailed Evaluation and Comparison of Bids

- 191** The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “ ”, 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.

- 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 ITB Clause 15 shall be submitted for each lot or item separately.

- 193** 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.

- 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.

20 Post-Qualification

- 201** 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 { or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who has submitted bids that are found to be technically and financially compliant, } the Bidders 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. {

For every mini-competition in Framework

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

21. Signing of the Contract

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 BDS.

Notes on the Bid Data Sheet

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.

Bid Data Sheet

| ITB Clause | |
|---------------|---|
| 53 | <p>For this purpose, contracts similar to the Project shall be</p> <p style="padding-left: 40px;">a</p> <p style="padding-left: 40px;">b completed within [] prior to the deadline for the submission and receipt of bids</p> |
| 12 | <p>The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project</p> |
| 141 | <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="padding-left: 40px;">a The amount of not less than , if bid security is in cash, cashier's/nanager's check, bank draft/guarantee irrevocable letter of credit; or</p> <p style="padding-left: 40px;">b The amount of not less than if bid security is in Surety Bond</p> |
| | |

Notes on the General Conditions of Contract

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 the Special 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

5 Warranty

61 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

62 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

Notes on the Special Conditions of Contract

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.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

22

“The terms of payment shall be as follows

_____.”

When appropriate, drawings including site plans as required, may be furnished

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

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following

- a GPPB Resolution No 09/2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or**
- b Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs**

- (j) **Certification from the DII if the Bidder claims preference as a Domestic Bidder or Domestic Entity.**

II. FINANCIAL COMPONENT ENVELOPE

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

