

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

Procure

Preface

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 and/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 Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No 9184.

The Bidding Documents shall clearly and adequately define, among others (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Mission.**

- 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**

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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 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[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.

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”

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.**

7 Bids must be duly received by the BAC Secretariat through manual submission at the office "

Notes on the Instructions to Bidders

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

1. **Scope of Bid**

P - Y P V Z

The Procuring Entity, Cavite State University wishes to receive Bids for the

with

identification number

of **Mn na P o fri**

The Procurement Project (referred to herein as "Project") is composed of

the details of which are described in Section VII (Technical) i e atingfv

5 Eligible Bidders

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;**

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14 Bid Security

- 141. 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.**
- 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.**

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

- 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 IB.**

17 Opening and Preliminary Examination of Bids

- 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 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.

- 172. 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 "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/critens, and evaluation will be undertaken on a per lot/criten basis, as the case may be. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot/criten separately.

- 193** The descriptions of the lots/critens shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots/critens 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/critens 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/critens 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/critens 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 { [Include if Framework Agreement will be used] 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. { [Include if Framework Agreement will be used] } 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

IIB Clause	
53	For this purpose, contracts shall be awarded on the basis of the lowest price.

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

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.

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[If partial payment is allowed, state] “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**

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 852 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 stated, 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 2341.3 and 2342.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents, and
- (d) Original Copy of Bid Security. If in the form of Financial Guarantee, also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration, and

governed

