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# Table of Contents

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



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## **Notes on the Invitation to Bid**

**The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB 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 IB should also indicate the following:**

- a. The date of availability of the Bidding Documents, which shall be from the time the IB 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.  $\alpha$ R,  $\beta$ pa,  $\gamma$ sed,  $\delta$ em,  $\epsilon$ Ma).**

**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 - 23G-016 Bids received in excess of the \_\_\_\_\_**



## **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.**

## **1. Scope of Bid**

**The Procuring Entity, Cavite State University 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).**



**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**







## **14 Bid Security**

- 14.1 The Bidders shall submit a Bid Securing Deduction 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 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non responsive.**

**15**

## **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 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 BIDS 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

**Agreement, the LOB 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**

# Bid Data Sheet

<b>IIB Clause</b>	
<b>53</b>	<b>For this purpose, contracts similar to the Project shall be</b>  <b>a Transportation Equipment</b>  <b>b completed within [indicate period] prior to the deadline for the submission and receipt of bids</b>
<b>12</b>	<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>

## **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 sub-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**

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



## **Notes for Preparing the Technical Specifications**

**A set of precise and clear specifications is a prerequisite for Bidders to respond realistically**

**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**

## **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).**

