

REPUBLIC OF THE PHILIPPINES CATANDUANES STATE UNIVERSITY VIRAC, CATANDUANES

PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories (2nd Bidding)

With Approved Budget for the Contract (ABC) of Php2,376,296.90
(Project ID No.: 2023-017)

Sixth Edition July 2020

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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

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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.

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Section I. Invitation to Bid



INVITATION TO BID FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDBY DIESEL GENERATOR SET WITH ACCESSORIES

- 1. The CATANDUANES STATE UNIVERSITY, through the GAA FY 2022 intends to apply the sum of Two Million Three Hundred Seventy Six Thousand Two Hundred Ninety Six Pesos & 90/100 (Php2,376,296.90), being the ABC to payments under the contract for "Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories" (Project ID No. 2023-017). Bids received in excess of the ABC shall be automatically rejected at bid opening
- 2. The CATANDUANES STATE UNIVERSITY now invites bids for the above Procurement Project. Delivery of the Goods is required within sixty (60) calendar days upon receipt of Notice to Proceed. Bidders should have completed, within three (3) 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.
 - 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 Catanduanes State University Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from 9:00a.m. to 4:00p.m. (Mondays-Fridays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders (with Letter of Intent) on **June 6 to 27, 2023** from the given address and website 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 (Php5,000.00)**. Payment shall be made directly to the CatSU Cashiering Services or thru deposit to CatSU LBP Account. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means. Transmittal of scanned deposit slip is required for the issuance of Official Receipt. Bank Account details are as follows:

Account Name:	Catanduanes State University Trust Liability Account
Account Number:	0892-103330

- 6. The Catanduanes State University will hold a Pre-Bid Conference on June 14, 2023, **3:00pm** at the BAC Conference Room, 1st Floor, Administration Building, Catanduanes State University, Virac, Catanduanes, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before June 27, 2023 at 2:00pm. 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.
- Bid opening shall be on June 27, 2023 at 2:15pm at the BAC Conference Room, 1st Floor, Administration Building, Catanduanes State University, Virac, Catanduanes. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only representative/s of the bidder with the prescribed Authorization Letter/Special Power of Attorney shall be allowed to participate in the procurement activities of the stated project.

- 10. The Catanduanes State University 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.
- 11. For further information, please refer to:

The BAC Secretariat

3rd Floor, Administration Building,

Catanduanes State University, Virac, Catanduanes

Cellphone No.: 0948-898-7227

E-mail Address: bac@catsu.edu.ph

catsc bacsec@yahoo.com

12. You may visit the following websites:

For downloading of Bidding Documents:

www.philgeps.gov.ph

www.catanduanesstateu.edu.ph

For online bid submission:

bac@catsu.edu.ph

catsc bacsec@yahoo.com

5 June 2023

LILY P. CUSTODIO, Ph.D.

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Catanduanes State University wishes to receive Bids for the Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories, with identification number 2023-017.

The Procurement Project (referred to herein as "Project") is composed of **one 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 FY 2022 in the amount of Two Million Three Hundred Seventy Six Thousand Two Hundred Ninety Six Pesos & 90/100 (Php2,376,296,90).
- 2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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.

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- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 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 or which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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

The Procuring Entity has prescribed that **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 as indicated in paragraph 6 of the IB.

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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 **three (3) 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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:

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- i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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 the **BDS**.

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 the **BDS**.

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 **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 for **One Hundred Twenty (120)** calendar days from the date of bid opening. 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.

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If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder 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 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 Entity's 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. 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 maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. 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.
- 19.4. The Project shall be awarded as **One Project having several items that shall** be awarded as one contract.

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19.5. 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	 a. Supply, Delivery, Installation, Testing and Commissioning of Generator Set; b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
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7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP CatSU, Virac, Catanduanes or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Forty Seven Thousand Five Hundred Twenty Five Pesos & 94/100 (PhP47,525.94) [2% of the ABC] if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less One Hundred Eighteen Thousand Eight Hundred Fourteen Pesos & 84/100 (PhP118,814.84) [5% of the ABC] if bid security is in Surety Bond.
15	Each Bidder shall submit <i>ONE</i> (1) <i>SET</i> original and <i>ONE</i> (1) <i>SET</i> copy of the first and second components of its bid, enclosed in one mother envelope. Each set shall be properly fastened with tabbing for each requirement.
	Requirements and instructions for markings and sealing of bid envelopes is on the last page.
	For online submission of bids: The Bidder shall submit an electronic copy of its Bid (Eligibility, Technical and Financial Documents including all required Bidding Forms), which must be digitally signed.
	The Bidder shall submit two (2) password-protected bidding documents in compressed archive folders. The first shall contain the technical component of the bid, including the eligibility requirements and the second shall contain the financial component of the bid. All files must be in a PDF format.
	An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus automatically disqualified.



19.2	Partial bid is not allowed.
19.3	The description of the item is indicated in Section VII (Technical Specifications) with an ABC of Two Million Three Hundred Seventy Six Thousand Two Hundred Ninety Six Pesos & 90/100 (Php2,376,296.90).
20.2	No further instructions.
21.1	List of additional contract document: • Company Profile



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 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.

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 VII (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.

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5. Warranty

- 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.
- 5.2 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

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Clause	
1	Delivery and Documents –
	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:
	"The delivery terms applicable to this Contract are delivered to Catanduanes State University Main Campus . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is
	Engr. Benjamin Hannycel T. Nuyda Engineer III, Buildings and Grounds Services
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	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
-	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.
	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.



Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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:
 - 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.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <u>three (3)</u> <u>months</u>. If not used, <u>nine (9) months</u> (three times the warranty period).

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one month** of placing the order.

Packaging -

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.

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.



The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation -

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, 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.

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.

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 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.
2.2	No further instructions.
4	The inspections and tests that will be conducted are: On Site



Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Delivered, Weeks/Months
			Within 60 calendar days upon receipt of Notice to Proceed
1	Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 225KVA Standby Silent-type Diesel Generator Set c/w Standard Accessories	1	
	Specifications: • Silent type Standby Diesel Generator Set • 225KVA / 180kW Standby • 3 Phase 230V, 60Hz, 1800rpm, 0.8pf • Dimension (mm) (LxWxH): 3430 x 1150 x 1840 • Weight: 2080kg • Steel mounting • Anti-vibration pads • 8 hours base fuel tank		
	 Engine Data: Cycle: 4 stroke Aspiration: Turbo-charged & air to air intercooled; direct injection Starting method: 24V Electric motor starters Speed governor: Electronic Cooling way: Water-cooled system Enclosure: IP23 Control panel: Digital 		
2	Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 50KVA Standby Silent-type Diesel Generator Set c/w with Accessories	1	
	Specifications: • Silent type Standby Diesel Generator Set • 50KVA / 40kW Standby • 3 Phase 230V, 60Hz, 1800rpm, 0.8pf • Dimension (mm) (LxWxH): 2260 x 960 x 1250 • Weight: 982kg • Steel mounting • Anti-vibration pads • 8 hours base fuel tank		
	Engine Data: • Cycle: 4 stroke • Aspiration: Turbo-charged • Starting method: 24V Electric motor starters • Speed governor: Electronic • Cooling way: Water-cooled system		

Item No.	Description	Quantity	Delivered, Weeks/Months
	• Enclosure: IP23		
	Control panel: Digital		8
	T A N A CATEGO C. C. C.		
2	Installation and Tapping of ATS to GenSet	1	
3	600AT Automatic Transfer Switch (ATS), NEMA 3R	1	
5	150AT Automatic Transfer Switch (ATS), NEMA 3R	3	
6	Polyvinyl Chloride Pipes (PVC/uPVC) 50mm dia. x 3m Intermediate Metal Conduit (IMC) 65mm dia. x 3m	6	
O	with locknut and bushing	O	
7	IMC Coupling 65mm dia.	6	
8	Pullbox, 300mm x 300mm x 100mm	1	
9	Service Entrance Cap, 50mm dia., weather-proof	1	
10	Service Entrance Cap, 65mm dia., weather-proof	2	
11	Electric Wire, THHN/THWN-2, 14mm ² cu. stranded	10	
12	Electric Wire, THHN/THWN-2, 38mm ² cu. stranded	10	
13	Electric Wire, THHN/THWN-2, 60mm ² cu. stranded	30	
14	Electric Wire, THHN/THWN-2, 175mm ² cu. stranded	60	
15	Electrical Tape, big	1	
16	PVC Tape	1	
17	Rubber Tape / Friction Tape	1	
18	Angle Bar, 1/8" thk. x 1" x 20'	1	
19	RSC Clamp, 50mm dia. with nuts and washer	6	
20	Conduit Clamp, Stainless U-Bolt 65mm dia. w/ nuts	6	
	and washer		
21	Round bar, 10mm x 6m	2	
22	Installation cost	1	
	Construction of GenSet Pad with Protective Fence		
	and Roofing for 50KVA		
23	1" Crushed Gravel	1	
24	2" x 2" x 10' Coco Form Lumber	5	
25	³ / ₄ " thk. 4' x 8' Phenolic Board	3	
26	3" Common Nail	3	
27	2" Common Nail	3	
28	- 16mmØ x 6.0m RSB Grade 40	8	
29	- 10mmØ x 6.0m RSB Grade 40	19	
30	#16 G.I. Tie Wire	5.72	
31	Hacksaw Blade	8	
32	4" Cutting Disk	8	
33	4" Grinding Disk	8	
34	Portland Cement	22	
35	Fine Aggregates	2	
36	Crushed Gravel	3	
37	10mmØ x 6.0m Round Bar	18	
38	2" x 2" x 6' Heavy-duty Cyclone Wire	8	
39	1 ½"mmØ x 6m G.I. Pipe Sched. 40	4	
40	2"mmØ x 6m G.I. Pipe Sched. 40	7	
41	3"mmØ x 6m G.I. Pipe Sched. 40	7	
42	150mm x 50mm x 6m x 2mm thk. Steel C-Channel	7	
43	.50mm x 12' Cor. G.I. Sheet	9	
44	½ liter Vulcaseal	1	
45	G.A. 24 x 4' x 8' G.I. Plain Sheet	2	
46	16mmØ Cylindrical Hinges	6	
47	2" Tekscrew	100	



Item No.	Description	Quantity	Delivered, Weeks/Months
48	Barrel Lock	1	
49	1/8" Welding Rod	. 15	
50	Hacksaw Blade	15	
51	4" Cutting Disk	10	
52	4" Grinding Disk	10	
53	Red Oxide Metal Primer, 1L	5	
54	Paint Thinner, 350ml	11	
55	Quick-drying Enamel, 1L	8	
56	3" Paint Brush	4	
57	2" Paint Brush	4	
58	Sand Paper #100	20	
59	Sand Paper #80	20	
60	Sand Paper #60	20	
61	Installation cost	1	

I hereby certify to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company	Signature over Printed Name of	Date
	Authorized Representative	



Section VII. Technical Specifications

Item	Specification	Statement of Compliance
1	Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 225KVA Standby Silent-type Diesel Generator Set c/w Standard Accessories Specifications: Silent type Standby Diesel Generator Set 225KVA / 180kW Standby 3 Phase 230V, 60Hz, 1800rpm, 0.8pf Dimension (mm) (LxWxH): 3430 x 1150 x 1840 Weight: 2080kg Steel mounting Anti-vibration pads 8 hours base fuel tank Engine Data: Cycle: 4 stroke Aspiration: Turbo-charged & air to air intercooled; direct injection Starting method: 24V Electric motor starters Speed governor: Electronic Cooling way: Water-cooled system Enclosure: IP23	[Bidders must state here either "Comply or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performant parameter of the equipment offered Statements of "Comply" or "Not Comply must be supported by evidence in a Bidder Bid and cross-referenced to that evidence Evidence shall be in the form of manufacturer's un-amended sale literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder of supplier liable for prosecution subject to the applicable laws and issuances.] Please state the brand and model being offered
	Control panel: Digital	



Item	Specification	Statement of Compliance
	Standby Silent-type Diesel Generator Set c/w	
	with Accessories	
	Same is a still	
	Specifications:	
	Silent type Standby Diesel Generator Set50KVA / 40kW Standby	
	• 3 Phase 230V, 60Hz, 1800rpm, 0.8pf	
	• Dimension (mm) (LxWxH): 2260 x 960 x 1250	
	• Weight: 982kg	
	Steel mounting	*
	Anti-vibration pads	
	8 hours base fuel tank	
	Engine Data:	
	• Cycle: 4 stroke	
	Aspiration: Turbo-charged	
	Starting method: 24V Electric motor starters	
	Speed governor: Electronic	
	 Cooling way: Water-cooled system 	
	• Enclosure: IP23	
	Control panel: Digital	
	Installation and Tapping of ATS to GenSet	
3	600AT Automatic Transfer Switch (ATS), NEMA 3R	
4	150AT Automatic Transfer Switch (ATS), NEMA 3R	
5	Polyvinyl Chloride Pipes (PVC/uPVC) 50mm dia. x 3m	
6	Intermediate Metal Conduit (IMC) 65mm dia. x 3m with locknut and bushing	ı.
7	IMC Coupling 65mm dia.	
8	Pullbox, 300mm x 300mm x 100mm	
9	Service Entrance Cap, 50mm dia., weather-proof	
10	Service Entrance Cap, 65mm dia., weather-proof	
11	Electric Wire, THHN/THWN-2, 14mm ² cu. stranded	
12	Electric Wire, THHN/THWN-2, 38mm ² cu. stranded	
13	Electric Wire, THHN/THWN-2, 60mm ² cu. stranded	
14	Electric Wire, THHN/THWN-2, 175mm ² cu. stranded	
15	Electrical Tape, big	
16	PVC Tape	
17	Rubber Tape / Friction Tape	
18	Angle Bar, 1/8" thk. x 1" x 20'	
19	RSC Clamp, 50mm dia. with nuts and washer	
20	Conduit Clamp, Stainless U-Bolt 65mm dia. w/	
21	nuts and washer	
21	Round bar, 10mm x 6m	
22	Installation cost	
	Construction of GenSet Pad with Protective Fence and Roofing for 50KVA	
23	1" Crushed Gravel	



Item	Specification	Statement of Compliance
24	2" x 2" x 10' Coco Form Lumber	
25	³ / ₄ " thk. 4' x 8' Phenolic Board	
26	3" Common Nail	
27	2" Common Nail	
28	- 16mmØ x 6.0m RSB Grade 40	
29	- 10mmØ x 6.0m RSB Grade 40	
30	#16 G.I. Tie Wire	
31	Hacksaw Blade	
32	4" Cutting Disk	
33	4" Grinding Disk	
34	Portland Cement	
35	Fine Aggregates	
36	Crushed Gravel	
37	10mmØ x 6.0m Round Bar	
38	2" x 2" x 6' Heavy-duty Cyclone Wire	
39	1 ½"mmØ x 6m G.I. Pipe Sched. 40	
40	2"mmØ x 6m G.I. Pipe Sched. 40	
41	3"mmØ x 6m G.I. Pipe Sched. 40	
42	150mm x 50mm x 6m x 2mm thk. Steel C-Channel	
43	.50mm x 12' Cor. G.I. Sheet	
44	½ liter Vulcaseal	
45	G.A. 24 x 4' x 8' G.I. Plain Sheet	
46	16mmØ Cylindrical Hinges	
47	2" Tekscrew	
48	Barrel Lock	
49	1/8" Welding Rod	
50	Hacksaw Blade	The state of the s
51	4" Cutting Disk	
52	4" Grinding Disk	
53	Red Oxide Metal Primer, 1L	
54	Paint Thinner, 350ml	
55	Quick-drying Enamel, 1L	
56	3" Paint Brush	
57	2" Paint Brush	
58	Sand Paper #100	
59	Sand Paper #80	
60	Sand Paper #60	
61	Installation cost	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature over Printed Name of	Date
	Authorized Representative	



Section VIII. Checklist of Technical and Financial Documents

Class "A" Documents

I. TECHNICAL COMPONENT ENVELOPE

Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or Description partificate from Securities and Evaluate Commission (SEE

	Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
	and

- □ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

Legal Documents

- (e) 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;
- 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

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or Original copy of Notarized Bid Securing Declaration;

and

- □ (h) Conformity with the Technical Specifications,
 □ (i) Conformity with the Schedule of Requirements;
- Statement of availability of technical service personnel Manpower Requirements:
- $\ \square$ (k) Statement of After-sales/Parts and Services;

and

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.

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	(m) (n)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
		or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(0)	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.
FIN	ANC	IAL COMPONENT ENVELOPE
	(p)	Original of duly signed and accomplished Financial Bid Form; and
	(q)	Original of duly signed and accomplished Price Schedule(s).
<u>Oth</u>	er do	cumentary requirements under RA No. 9184 (as applicable)
	(r)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

Certification from the DTI if the Bidder claims preference as a Domestic

Bidder or Domestic Entity.

Financial Documents

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Section IX. Bidding Forms

Form 1	Statement of All Ongoing Government & Private Construction Contracts Awarded But Not Yet Started
Form 2	Statement of Single Largest Completed Contract Similar to the Contract to be Bid
Form 3	Bid Securing Declaration
Form 4	Technical Specifications
Form 5	Omnibus Sworn Statement
Form 6	Net Financial Contracting Capacity (NFCC)
Form 7	Financial Bid Form
Form 8	Price Schedule for Goods Offered from Within the Philippines
Form 8-A	Price Schedule for Goods Offered from Abroad

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STATEMENT OF ALL ONGOING GOVERNMENT & 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)

Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories

Business Name:

Business Address:							
Title of the Contract/Name Contract Date	Contract Date	Contract	Name of Client/	Kinds of	Total Amount	Value of	Date of
of the Project		Duration	Contracting Party	Goods/Services	of Contract	Outstanding Contracts	Delivery
Government							
Private							
		The state of the s					

Instructions:

- State all ongoing contracts including those awarded but not yet started (government & private contracts which may be similar or not similar to the project called for bidding)
- Sin If there is no ongoing contract, state none or equivalent term.
- This statement shall be supported with:
- Notice of Award
- Purchase Order/Contract
- Notice to Proceed
- 4 In case of contracts with the private sector, an equivalent documents shall be submitted.

Submitted by:	
	(Printed Name & Signature)
Designation:	
Date:	



STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID (except under conditions provided in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA 9184, within the relevant period as provided in the Bidding Documents)

Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories

Business Name:Business Address:						
Title of the Contract/Name	Contract	Contract	Name of Client/ Contracting	Vindaaf	Amount of	Date of Date
of the Project	Date	Duration	Party	Goods/Services	Contract	Acceptance
Instructions:						
 The SLCC should hav and receipt of bids. 	e been comple	ted within three	 The SLCC should have been completed within three (3) years from the date of submission and receipt of bids. 	ission		
The statement shall be supported with: a. Purchase Order/Contract	e supported with	P.				
b. End-User's A 3. In case of contracts w	cceptance or O ith the private s	fficial Receipt(s sector, an equiva	b. End-User's Acceptance or Official Receipt(s) or Sales Invoice In case of contracts with the private sector, an equivalent document shall be submitted.			
Submitted by:						
	(Printed Name & Signature)	Signature)				
Designation:						
Date:						



Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

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Technical Specifications Statement of Compliance

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances. Please state the brand and model being offered.

Item	Specification	Brand/Model	Statement of Compliance
1	Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 225KVA Standby Silent-type Diesel Generator Set c/w Standard Accessories		
	Specifications: • Silent type Standby Diesel Generator Set • 225KVA / 180kW Standby • 3 Phase 230V, 60Hz, 1800rpm, 0.8pf • Dimension (mm) (LxWxH): 3430 x 1150 x 1840 • Weight: 2080kg • Steel mounting • Anti-vibration pads • 8 hours base fuel tank		
	 Engine Data: Cycle: 4 stroke Aspiration: Turbo-charged & air to air intercooled; direct injection Starting method: 24V Electric motor starters Speed governor: Electronic Cooling way: Water-cooled system Enclosure: IP23 Control panel: Digital 		
2	Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 50KVA Standby Silent-type Diesel Generator Set c/w with Accessories		
	Specifications: Silent type Standby Diesel Generator Set 50KVA / 40kW Standby 3 Phase 230V, 60Hz, 1800rpm, 0.8pf Dimension (mm) (LxWxH): 2260 x 960 x 1250 Weight: 982kg Steel mounting Anti-vibration pads 8 hours base fuel tank		



Item	Specification	Brand/Model	Statement of Compliance
	Engine Data:		
	Cycle: 4 stroke		
	Aspiration: Turbo-charged Aspiration: Turbo-charged		
	Starting method: 24V Electric motor starters Speed governor: Electronic		
	Speed governor: ElectronicCooling way: Water-cooled system		
	• Enclosure: IP23		
	Control panel: Digital		
	Installation and Tapping of ATS to GenSet		
3	600AT Automatic Transfer Switch (ATS), NEMA 3R		
4	150AT Automatic Transfer Switch (ATS), NEMA 3R		
5	Polyvinyl Chloride Pipes (PVC/uPVC) 50mm dia. x 3m		
6	Intermediate Metal Conduit (IMC) 65mm dia. x 3m with		
	locknut and bushing		
7	IMC Coupling 65mm dia.		
8	Pullbox, 300mm x 300mm x 100mm		
9	Service Entrance Cap, 50mm dia., weather-proof		
10	Service Entrance Cap, 65mm dia., weather-proof		
11	Electric Wire, THHN/THWN-2, 14mm ² cu. stranded		
12	Electric Wire, THHN/THWN-2, 38mm ² cu. stranded		
13	Electric Wire, THHN/THWN-2, 60mm ² cu. stranded		
14	Electric Wire, THHN/THWN-2, 175mm ² cu. stranded		
15	Electrical Tape, big		
16	PVC Tape		
17	Rubber Tape / Friction Tape		
18	Angle Bar, 1/8" thk. x 1" x 20'		
19	RSC Clamp, 50mm dia. with nuts and washer		
20	Conduit Clamp, Stainless U-Bolt 65mm dia. w/ nuts and washer		
21	Round bar, 10mm x 6m		
22	Installation cost		
	Construction of GenSet Pad with Protective Fence and		
	Roofing for 50KVA		
23	1" Crushed Gravel		
24	2" x 2" x 10' Coco Form Lumber		
25	³ / ₄ " thk. 4' x 8' Phenolic Board		
26	3" Common Nail		
27	2" Common Nail		
28	- 16mmØ x 6.0m RSB Grade 40		
29	- 10mmØ x 6.0m RSB Grade 40		
30	#16 G.I. Tie Wire		
31	Hacksaw Blade		
32	4" Cutting Disk		
33	4" Grinding Disk		
34	Portland Cement		
35	Fine Aggregates		
36	Crushed Gravel		
37	10mmØ x 6.0m Round Bar		
38	2" x 2" x 6' Heavy-duty Cyclone Wire		
39	1 ½"mmØ x 6m G.I. Pipe Sched. 40		

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Item	Specification	Brand/Model	Statement of Compliance
40	2"mmØ x 6m G.I. Pipe Sched. 40		
41	3"mmØ x 6m G.I. Pipe Sched. 40		
42	150mm x 50mm x 6m x 2mm thk. Steel C-Channel		
43	.50mm x 12' Cor. G.I. Sheet		
44	½ liter Vulcaseal		
45	G.A. 24 x 4' x 8' G.I. Plain Sheet		
46	16mmØ Cylindrical Hinges		
47	2" Tekscrew		
48	Barrel Lock		
49	1/8" Welding Rod		
50	Hacksaw Blade		
51	4" Cutting Disk		
52	4" Grinding Disk		
53	Red Oxide Metal Primer, 1L		
54	Paint Thinner, 350ml		
55	Quick-drying Enamel, 1L		
56	3" Paint Brush		
57	2" Paint Brush		
58	Sand Paper #100		
59	Sand Paper #80		
60	Sand Paper #60		
61	Installation cost		

I hereby certify that the statement of compliance to the foregoing technical specifications														
are	true	and	correct,	otherwise,	if	found	to	be	false	during	bid	evaluation	or	post-
qualification, the same shall give rise to automatic disqualification of our bid.														

Name of Company	Signature over Printed Name of	Date
	Authorized Representative	

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Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) S.S.	

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for <u>Supply</u>, <u>Delivery</u>, <u>Installation</u>, <u>Testing and Commissioning of Standby Diesel Generator Set with Accessories</u>, as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for <u>Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories</u>, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the <u>Supply</u>, <u>Delivery</u>, <u>Installation</u>, <u>Testing and Commissioning of Standby Diesel Generator Set with Accessories</u>.
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

Chan

IN	WITNESS	WHEREOF, I	have	hereunto	set	my	hand	this	 day	of	,	20	at
	,	Philippines.											

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]



Busine	ess Name:ess Address:								
245111	NET FINANCIAL CONTRACTING CAPACITY (NFCC)								
A.	Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year.								
	Year 20								
	1. Total Assets								
	2. Total Current Assets								
	3. Total Liabilities								
	4. Current Liabilities								
	5. Net Worth (1-3)								
	6. Net Working Capital (2-4)								
	The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows: $ NFCC = [(current \ asset-current \ liabilities)\ (K)] \ minus\ value\ of\ all\ outstanding\ works under ongoing\ contracts\ including\ awarded\ contracts\ yet\ to\ be\ started. $ $ K=15 $								
	Current Assets Less: Current Liabilities Net Current Assets Amount								
	Multiply by K x 15								
	Less: Total value of all outstanding works under ongoing contracts NFCC								
	Herewith attached are certified true copies of the Income Tax Return and Audited Financial Statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.								
	Submitted by:								
	Name of Supplier/Distributor/Manufacturer								
	Signature of Authorized Representative Date :								



Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

		BID FORM Project Identificati	Date:
Cate	OS AND AWARDS CO anduanes State Univer ac, Catanduanes		
or Bid B undersig	ulletin Numbers ned, offer to <i>supply/a</i>	, the receipt of wl deliver/install/test/con	ments (PBDs) including the Supplemental hich is hereby duly acknowledged, we, the mmission <u>Standby Diesel Generator Set</u> or the sum of
attached such as, income i	tional errors, and oth herewith and made pa but not limited to: [sp	er bid modifications art of this Bid. The to pecify the applicable	d bid price, as evaluated and corrected for in accordance with the Price Schedules tal bid price includes the cost of all taxes, taxes, e.g. (i) value added tax (VAT), (ii) ries and duties], which are itemized herein
If	our Bid is accepted, we	e undertake:	
a.			n the delivery schedule specified in the e Bidding Documents (PBDs);
b.	To provide a performance prescribed in the PBD		ne form, amounts, and within the times
c.	To abide by the Bid V upon us at any time b		ed in the PBDs and it shall remain binding of that period.
Co	esert this paragraph mmissions or gratuitie ontract execution if we	s, if any, paid or to be	Project with the Development Partner e paid by us to agents relating to this Bid, tract, are listed below:
_	Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
-	(if none, state "None"))	

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

Cle

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:



Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Supply, Delivery, Installation, Testing and Commissioning of Standby Diesel Generator Set with Accessories

Name of Bidder:						Project ID No.: <u>2023-017</u> Page of					
1	2	3	4		5	6	7	8	9	10	
Item	Unit of Measure	Brief Description	QTY	ABC/UNIT	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)	
1		Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 225KVA Standby Silent-type Diesel Generator Set c/w Standard Accessories Specifications: • Silent type Standby Diesel Generator Set • 225KVA / 180kW Standby • 3 Phase 230V, 60Hz, 1800rpm, 0.8pf • Dimension (mm) (LxWxH): 3430 x 1150 x 1840 • Weight: 2080kg • Steel mounting • Anti-vibration pads • 8 hours base fuel tank Engine Data: • Cycle: 4 stroke • Aspiration: Turbo-charged & air to air intercooled; direct injection • Starting method: 24V Electric motor starters • Speed governor: Electronic • Cooling way: Water-cooled system • Enclosure: IP23 • Control panel: Digital	1	1,271,104.50							
2		Supply, Delivery, Installation, Testing and Commissioning of One (1) Brand New 50KVA Standby Silent-type Diesel Generator Set c/w with Accessories Specifications: • Silent type Standby Diesel Generator Set • 50KVA / 40kW Standby • 3 Phase 230V, 60Hz, 1800rpm, 0.8pf • Dimension (mm) (LxWxH): 2260 x 960 x 1250 • Weight: 982kg • Steel mounting • Anti-vibration pads • 8 hours base fuel tank Engine Data: • Cycle: 4 stroke • Aspiration: Turbo-charged • Starting method: 24V Electric motor starters • Speed governor: Electronic • Cooling way: Water-cooled system • Enclosure: IP23 • Control panel: Digital	1	551,400.00							

1	2	3	4		5	6	7	8	9	10
Item	Unit of Measure	Brief Description	QTY	ABC/UNIT	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (cc 9) x (col 4)
		Installation and Tapping of ATS to								
3		GenSet 600AT Automatic Transfer Switch	1	159,500.00						
4		(ATS), NEMA 3R 150AT Automatic Transfer Switch	1	83,600.00						
5		(ATS), NEMA 3R Polyvinyl Chloride Pipes	3	374.00						
6		(PVC/uPVC) 50mm dia. x 3m Intermediate Metal Conduit (IMC) 65mm dia. x 3m with locknut and	6	2,191.00						
7		bushing IMC Coupling 65mm dia.	6	268.00						
8			1	803.00						
9		Pullbox, 300mm x 300mm x 100mm Service Entrance Cap, 50mm dia.,	1	99.00						
10		weather-proof Service Entrance Cap, 50mm dia., Service Entrance Cap, 65mm dia.,	2	423.00						
		weather-proof	-	420.00						
11		Electric Wire, THHN/THWN-2, 14mm² cu. stranded	10	149.00						
12		Electric Wire, THHN/THWN-2, 38mm ² cu. stranded	10	402.00						
13		Electric Wire, THHN/THWN-2, 60mm² cu. stranded	30	527.00						
14		Electric Wire, THHN/THWN-2, 175mm ² cu. stranded	60	1,253.00						
15		Electrical Tape, big	1	44.00						
16		PVC Tape	1	30.00						
17		Rubber Tape / Friction Tape	1	39.00						
18 19		Angle Bar, 1/8" thk. x 1" x 20'	1	715.00						
		RSC Clamp, 50mm dia. with nuts and washer	6	29.00						
20		Conduit Clamp, Stainless U-Bolt 65mm dia. w/ nuts and washer	6	45.00						
21	-	Round bar, 10mm x 6m	2	253.00 49,301.20						
		Installation cost Construction of GenSet Pad with Protective Fence and Roofing for 50KVA	-							
23	-	1" Crushed Gravel	1	1,000.00						
24 25	-	2" x 2" x 10' Coco Form Lumber 34" thk. 4' x 8' Phenolic Board	5	120.00 1,600.00						
26		3" Common Nail	3	100.00						
27	 	2" Common Nail	3	100.00				 		
28		- 16mmØ x 6.0m RSB Grade 40	8	600.00						
29		- 10mmØ x 6.0m RSB Grade 40	19	250.00						
30		#16 G.I. Tie Wire	5.72	100.00						
31		Hacksaw Blade	8	80.00						
32	-	4" Cutting Disk	8	45.00 65.00						
34	-	4" Grinding Disk Portland Cement	22	306.00				<u> </u>	_	
35	 	Fine Aggregates	2	1,000.00					-	
36		Crushed Gravel	3	1,000.00						
37		10mmØ x 6.0m Round Bar	18	260.00						
38		2" x 2" x 6' Heavy-duty Cyclone Wire	8	820.00						
39 40	-	1 ½"mmØ x 6m G.I. Pipe Sched. 40	4	1,100.00						
41	-	2"mmØ x 6m G.I. Pipe Sched. 40	7	1,500.00 2,200.00			-			
42		3"mmØ x 6m G.I. Pipe Sched. 40 150mm x 50mm x 6m x 2mm thk. Steel C-Channel	7	1,460.00						
43		.50mm x 12' Cor. G.I. Sheet	9	1,010.00				-		
44		1/2 liter Vulcaseal	1	320.00						
45		G.A. 24 x 4' x 8' G.I. Plain Sheet	2	1,100.00						/

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1	2	3	4		5	6	7	. 8	9	10
Item	Unit of Measure	Brief Description	QTY	ABC/UNIT	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
46		16mmØ Cylindrical Hinges	6	280.00						
47		2" Tekscrew	100	3.00						
48		Barrel Lock	1	500.00						
49		1/8" Welding Rod	15	100.00						
50		Hacksaw Blade	15	80.00						
51		4" Cutting Disk	10	45.00						
52		4" Grinding Disk	10	65.00						
53		Red Oxide Metal Primer, 1L	5	230.00						
54		Paint Thinner, 350ml	11	80.00						
55		Quick-drying Enamel, 1L	8	267.00						
56		3" Paint Brush	4	85.00						
57		2" Paint Brush	4	45.00						
58		Sand Paper #100	20	15.00						
59		Sand Paper #80	20	15.00						
60		Sand Paper #60	20	15.00						
61		Installation cost	1	39,879.20						
LO	EVAL	JATION								•

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	



Price Schedule for Goods Offered from Abroad

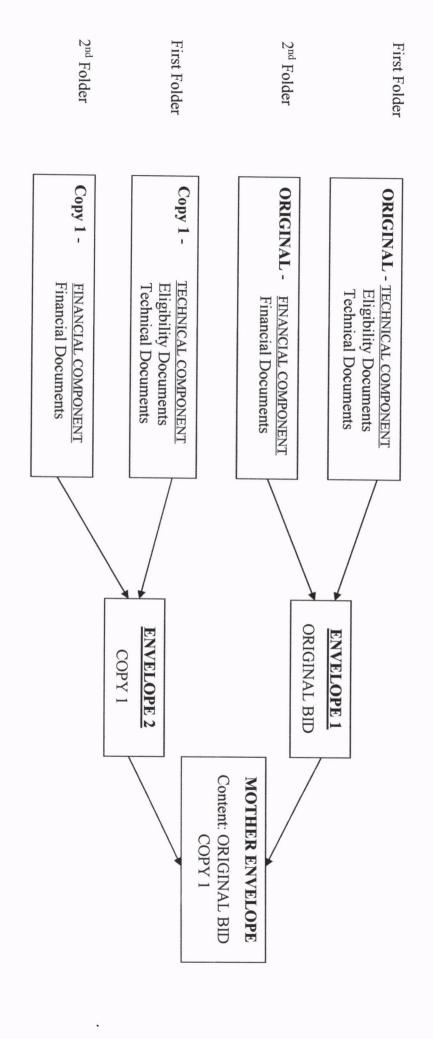
[shall be submitted with the Bid if bidder is offering goods from Abroad]

	For Goods Offered from Abroad									
Name	of Bidder	Project ID No Page								
1	2	3	4	5	6	7	8	9		
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)		
Legal (Capacity: _ ure:			and behalf of:						

Go

REQUIREMENTS AND INSTRUCTIONS OF THE CATANDUANES STATE UNIVERSITY

FOR MARKINGS AND SEALING OF BID ENVELOPES - GOODS





REQUIREMENTS AND INSTRUCTIONS OF THE CATANDUANES STATE UNIVERSITY FOR MARKINGS AND SEALING OF BID ENVELOPES - GOODS

All bid envelopes shall:

- Typed or written in indelible ink and the seal shall be signed by the bidder or his duly qualified and authorized representative
- Contain the name of the contract to be bid in capital letters (* refer to BDS Clause 1.0 for the name of the Project).
- 3. Bear the name and address of the bidder in capital letters
- All envelopes shall be sealed and marked as illustrated below:

For Envelope 1 and 2

BIDDER'S NAME AND ADDRESS

Catanduanes State University Virac, Catanduanes

THE BIDS AND AWARDS COMMITTEE

BID DOCUMENTS FOR:

(Name of the Contract) *

CONTENTS: ORIGINAL BID OR COPY 1

- Technical Component
- 2) Financial Component

DO NOT OPEN BEFORE

(Date of Bid Opening)

Mother Envelope

BIDDER'S NAME AND ADDRESS

THE BIDS AND AWARDS COMMITTEE
Catanduanes State University
Virac, Catanduanes

BID DOCUMENTS FOR:

(Name of the Contract) *

CONTENTS: 1) ORIGINAL BID 2) COPY 1

DO NOT OPEN BEFORE

(Date of Bid Opening)

If the bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. Moreover, FAILURE TO COMPLY WITH THE REQUIRED SEALING AND MARKING OF BIDS SHALL BE A GROUND FOR DISQUALIFICATION.



Republic of the Philippines



Government Procurement Policy Board