



**SUPPLY, DELIVERY, AND
INSTALLATION OF VARIOUS ICT
EQUIPMENT AND LABORATORY
FIXTURE FOR CAS**

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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 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[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.

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

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

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

- a. The availability of funds for the project in Manila.



CAVITE STATE UNIVERSITY
Don Severino delas Alas Campus

Supply, Delivery and Installation of Various ICT Equipment and Laboratory Fixture for CAS

- 1** The Cavite State University, through the corporate budget for the contract, intends to apply the sum of One Million Five Hundred Thirty One Thousand Three Hundred Sixty Five Pesos and 96/100 (1,531,365.96) being the ABC to payments under the contract for Supply, Delivery and Installation of Various ICT Equipment and Laboratory Fixture - 23G-030. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2** The Cavite State University now invites bids for the above Procurement Project. Delivery of the Goods/Services is required for 30 days. Bidders should have completed, within two (2) 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 an un-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 Cavite State University and inspect the Bidding Documents at the address given below during 8:00am- 4:00pm, Monday to Thursday.
- 5** A complete set of Bidding Documents may be acquired by interested Bidders on April 26- May 17, 2023 from the given address and website(s) 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 (50000).
- 6** The Cavite State University will hold a Pre Bidding Conference¹ on May 3, 2023, 10:30AM at C&SU-Hostel Tropicana which shall be open to prospective bidders.

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

Section II. Instructions to Bidders

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

The Procuring Entity, Cavite State University wishes to receive Bids for the Supply, Delivery and Installation of Various ICT Equipment and Laboratory Fixture with identification number 23G-020

The Procurement Project (referred to herein as "Project") is composed of one (1) Lot the details of which are described in Section VII (Technical Specification).

2. Funding Information

21. The GOP through the source of funding as indicated below for corporate budget for the contract approved by the governing board, in the amount of One Million Five Hundred Thirty One Thousand Three Hundred Sixty Five Pesos and 98/100 (1,531,365.96).

22. The source of funding is

a

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;**
- iii When the Goods sought to be procured are not available from local**

- 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 equivalent to at least half of the percentage of the ABC as required above**

54. The Bidders shall comply with the eligibility criteria under Section 2341 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

74 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen

8 Pre Bid Conference

14 BidSecurity

141

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 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/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

Bid Data Sheet

IIB Clause	
53	For this purpose, contracts similar to the Project shall be <ul style="list-style-type: none"><li data-bbox="435 394 954 428">a ICT Equipment/Laboratory Fixture<li data-bbox="435 464 943 497">b completed within [indicate period]

Section IV. General Conditions of Contract

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 621 of the 2016 revised IRR of RA No 9184

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Section V. Special Conditions of Contract

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 _____.”

Section VII. Technical Specifications

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**

Section VIII. Checklist of Technical and Financial Documents

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 092020 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).**

