



**SUPPLY, DELIVERY AND
INSTALLATION OF DESKTOP
COMPUTERS AND LAPTOP
FOR CARMONA CAMPUS**

**PHILIPPINE BIDDING
DOCUMENTS**

Procure

- d The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue**
- e Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.**
- f For guidelines on the veio Mne**

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ABC – Approved Budget for the Contract

BAC – Bids and Awards Committee

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in conformance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue

DIT – Department of Trade and Industry

EXW – Exworks

FCA – “Free Carrier” shipping point

FOB – “Free on Board” shipping point

Foreign funded Procurement or Foreign Assisted Project-

Notes on the Invitation to Bid

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

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

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;**
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;**
- c. The deadline for the submission and receipt of bids; and**
- d. Any important bid evaluation criteria (e.g. **OR** **passed** **]** **em** **c** **M**).**

CAVITE STATE UNIVERSITY
Don Severino de las Alas Campus

- 1. The Cavite State University, through the _____ intends to apply the sum of Three Million Three Hundred Thousand Pesos (3,300,000.00)**

Notes on the Instructions to Bidders

1. Scope of Bid

**The Procuring Entity, Cavite State University wishes to receive Bids for the
with identification number**

**The Procurement Project (referred to herein as "Project") is composed of
the details of which are described in Section VII (Technical Specifications).**

2. Funding Information

2.1. The GOP through the source of funding as indicated below for

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 in this Project

i When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No 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 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 supplies; or

iv When there is a need to prevent situations that defeat competition or restraint trade

b Foreign ownership limited to those allowed under the rules may participate in this Project

53 Pursuant to Section 2341.3 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

[Select one, delete the other/s]

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.

c For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result like

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

ii. The largest of these similar contracts must be equi

14 Bid Security

- 141. The Bidders shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.**
- 142. The Bid and bid security shall be valid until [indicate date]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.**

15 Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidders shall submit an electronic copy of its Bid which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and thus, automatically disqualified.

16 Deadline for Submission of Bids

- 161. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.**

17 Opening and Preliminary Examination of Bids

- 171. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case video conferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.**

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contact with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18 Domestic Preference

- 181** The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No 9184.

19 Detailed Evaluation and Comparison of Bids

- 191** The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No 9184.

- 192** If the Project allows partial bids, bidders may submit a proposal on any of the lots/critens, and evaluation will be undertaken on a per lot/criten basis, as the case may be. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot/criten separately.

- 193** The descriptions of the lots/critens shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots/critens are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No 9184. The NFCC must be sufficient for the total of the ABCs for all the lots/critens participated in by the prospective Bidder.

- 194** The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 195** Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No 9184, which must be sufficient for the total of the ABCs for all the lots/critens participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots/critens participated in by the prospective Bidder.

20 Post-Qualification

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

21. Signing of the Contract

21.1 The documents required in Section 372 of the 2016 revised IRR of RA No 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the IIB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the IIB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a Information that specifies and complements provisions of the IIB must be incorporated.
- b Amendments and/or supplements, if any, to provisions of the IIB as necessitated by the circumstances of the specific procurement, must also be incorporated.

BidDataSheet

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

5 Warranty

61 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No 9184

62 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6 Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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**

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
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1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted]
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Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier; and the cost thereof shall be included in the Contract Price

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site,

When the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

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

22

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

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

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

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are numbered as follows:

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Legal Documents

(a)

- government procurement activities for the same item or product**
- (j) Certification from the DII if the Bidder claims preference as a Domestic Bidder or Domestic Entity.**

25 FINANCIAL COMPONENT ENVELOPE

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

