



INVITATION TO BID FOR THE PROPOSED PROCUREMENT FOR THE SUPPLY AND DELIVERY OF STUDENTS' MOBILE INTERNET CONNECTION WITH LEARNING DEVICE TO SUPPORT FLEXIBLE LEARNING FOR USTP-PANAON

1. The University of Science and Technology of Southern Philippines (USTP) CDO, through the INCOME for CY 2020 intends to apply the sum of **ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED PESOS AND 00/100 (P1,190,400.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for the Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon (Contract No. USTP-GSPB-11-5020503000-2020). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The USTP-CDO now invites bids for Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon. Supply and Delivery of the Goods is required for a period of Forty Five (45) calendar days. 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) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.

4. Interested bidders may obtain further information from USTP-CDO and inspect the Bidding Documents at the address given below during 8:00 – 12:00 NN and 1:00 - 5:00 PM weekdays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 18, 2020 from the address 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: **ONE THOUSAND PESOS AND 00/100 (P1,000.00) ONLY**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The USTP-CDO will hold a Pre-Bid Conference on **November 25, 2020, 10:00 A.M.** at the Procurement Services, 2/F Gym Lobby, USTP CDO, C.M. Recto Avenue, Cagayan de Oro City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **December 07, 2020, 10:00 A.M.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on **December 07, 2020, 10:00 A.M.** at the Procurement Services, 2/F Gym Lobby, USTP-CDO, C.M. Recto Avenue, Cagayan de Oro City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The USTP-CDO 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

MS. MELANIE A. JALOVER
Head, Procurement Services
University of Science and Technology of Southern Philippines (USTP) CDO
C.M. Recto Ave., Lapasan, 9000 Cagayan de Oro City
Email: bacsec@ustp.edu.ph
Website: www.ustp.edu.ph
Telephone No.: 856-1738 loc. 164; Telefax No.: 856-1739


ATY. KENNETH M. KEMPIS
BAC II Chairperson

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX-Foreign-Assisted Projects.



Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is University of Science and Technology of Southern Philippines (USTP) CDO.</p> <p>The name of the Contract is <i>Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon</i>.</p> <p>The identification number of the Contract is <i>USTP-GSPB-11-5020503000-2020</i>.</p>
1.2	<p>The lot and reference is:</p> <p><i>Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon</i>.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through INCOME for CY 2020 in the amount of ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED PESOS AND 00/100 (P1,190,400.00) ONLY.</p> <p>The name of the Project is: <i>Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon</i>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to <i>Supply and Delivery of Internet Services</i>.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on NOVEMBER 25, 2020, 10:00 A.M. at the Procurement Services, 2/F Gym Lobby, USTP CDO, C.M. Recto Avenue, Cagayan de Oro City.

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10.1	<p>The Procuring Entity's address is: C.M. Recto Ave., Lapasan, Cagayan de Oro City</p> <p>Ms. Melanie A. Jalover Head, Procurement Services Tel Nos. (088) 856-1738 local 164 Fax Nos. (088) 856-1739 www.ustp.edu.ph bacsec@ustp.edu.ph</p>
12.1(a)	<p>Additional Requirements:</p> <p>The technical specification that shall be submitted by the Bidder shall include, among others:</p> <ol style="list-style-type: none"> duly accomplished Technical Specifications form; duly accomplished Schedule of Requirements form; offered product specifications as supported by brochures or catalogues; certificate of availability of Service Center within the Philippines.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	<p>Additional requirements:</p> <p><i>Financial Bid Form</i> prescribed by the USTP and authenticated by the BAC chairperson, and which is duly accomplished and signed by the Bidder. The Bidder shall fill out completely the form, and shall give a breakdown of the bid price as shall be required therein.</p>
13.2	<p>The ABC is ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED PESOS AND 00/100 (P1,190,400.00) ONLY.</p> <p>Any bid for an item with a financial component exceeding the corresponding approved unit price as indicated in the bid form shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)	<p>Not applicable.</p> <p>No incidental services are required.</p>
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid within ninety (90) calendar days from the date of the Opening of Bids.

18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than 5% of ABC, if bid security is in Surety Bond.
18.2	The bid security shall be valid within One Hundred Twenty (120) calendar days from the opening of bids.
20.3	Each Bidder shall submit One (1) original and two (2) copies of the first and second components of its bid. Failure to submit the required number of copies shall result to automatic disqualification.
21	<p>The address for submission of bids is at the Procurement Services, 2nd Level Gymnasium Lobby, USTP CDO, C.M. Recto Ave., Lapasan Cagayan de Oro City.</p> <p>The deadline for submission of bids is on DECEMBER 07, 2020, 10:00 A.M.</p>
24.1	<p>The place of bid opening is the Conference Room, Procurement Services, 2nd Level Gymnasium Lobby, USTP CDO, C.M. Recto Ave., Lapasan Cagayan de Oro City.</p> <p>The date and time of bid opening is on DECEMBER 07, 2020, 10:00 A.M.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p><i>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
28.4	No further instructions.
29.2	<p>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.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
32.4(f)	No additional requirement.

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.

The provisions of this Section 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 Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is University of Science and Technology of Southern Philippines (USTP) CDO.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through INCOME for CY 2020 in the amount of ONE MILLION NINETY TWO ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED PESOS AND 00/100 (P1,190,400.00) ONLY.
1.1(k)	The Project Site is USTP-Panaon, Punta, Panaon, Misamis Occidental.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: Head of the Procurement Services USTP, C.M. Recto Ave., Lapasan, Cagayan de Oro City Tel. Nos. (088) 856-1738 local 164 Fax Nos. (088) 856-1739 The Supplier's address for Notices is: <i>[insert address including name of the contact, fax and telephone number]</i>
6.2	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: For Goods Supplied from Abroad: “The delivery terms applicable to the Contract are DDP delivered at the project Sites. In accordance with INCOTERMS.” For Goods Supplied from Within the Philippines: “The delivery terms applicable to this Contract are delivered at the Project Sites. 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. The details of shipping and/or other documents to be furnished by the Supplier are as follows: <i>For Goods supplied from within the Philippines:</i> Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

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- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Inspection Officer- **MR. FELIX V. SAQUILAYAN**

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 required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of three (3) years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) 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.

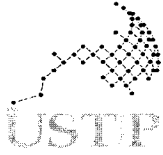
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity

	<p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>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.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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 <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>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.</p> <p>Patent Rights –</p>
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	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.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are performance and quality tests.
17.3	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price.
17.4	The period for correction of defects in the warranty period is <i>Seven (7) Working Days</i> .
21.1	No additional provision All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



University of Science and Technology of Southern Philippines

Alubijid | Cagayan de Oro | Claveria | Jasaan | Oroquieta | Panaon

BID FORM

NAME OF THE PROJECT : **Proposed Procurement for the Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon**

APPROVED BUDGET OF CONTRACT : **ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED PESOS AND 00/100 (P1,190,400.00) ONLY**

BRIEF DESCRIPTION : **Supply and Delivery of Students' Mobile Internet Connection with Learning Device to Support Flexible Learning for USTP-Panaon**

SOURCE OF FUND : **INCOME CY 2020**

CONTRACT DURATION : **Forty Five (45) Calendar Days**

ITEM NO.	DESCRIPTION/SPECIFICATIONS	QTY	UNIT	USTP APPROVED UNIT PRICE	UNIT PRICE	AMOUNT
1	INTERNET DATA CONNECTIVITY Open Data @4GB, Study App Data 1GB/Day for 12 months @ P800.00 per month (124 subscriptions) Bundled with Mobile Learning Device Branded Tablet with the following specifications: Network Technology: GSM/ HSPA/ LTE Display: 8-inch HD+ IPS Display, 1280x800 pixel resolution, ~188ppi CPU: 1.3GHz MediaTek MTK8768 octa-core processor Memory: 2GB RAM, 32GB internal storage, expandable via microUSB Camera: 2-MP front camera, 5-MP rear camera Platform OS: Android 10, EMUI 10 Connectivity: WiFi Power: 5100mAh battery, 5W charging	124	subs	9,600.00	P	P
TOTAL:						P

Total Bid Price in Figure: _____

Total Bid Price in Words: _____

Name and Signature of Bidder: _____

All bid proposals must be sealed in envelopes properly labeled and submitted to this University on or before the deadline of submission of bids, **December 07, 2020, 10:00 A.M.** at the Procurement Services, 2nd Level Gymnasium Lobby, University of Science and Technology of Southern Philippines, C.M. Recto Ave., Lapasan Cagayan de Oro City.

The University of Science and Technology of Southern Philippines assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid. The USTsP neither assumes any obligation for whatsoever losses that the bidders may incur in the preparation on their bids nor guarantee that an award will be made.


 ATTY. KENNETH M. KEMPIS
 BAC II Chairperson