

REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

Procurement of GOODS

Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment

Project ID No. DBM-2021-27

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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 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.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

INVITATION TO BID "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment"

- 1. The Department of Budget and Management (DBM), through the FY 2021 General Appropriations Act, intends to apply the sum of **Three Million Pesos** (**P3,000,000.00**) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment" (Project ID No. DBM-2021-27). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The DBM now invites bids for the above Procurement Project. Delivery of the Goods is required for **FY 2021** as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of May 18, 2018 to May 17, 2021** 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 the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 27, 2021 from the given address and website below and upon payment of a fee in the amount of Five Thousand Pesos (P5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. The DBM will hold a Pre-Bid Conference on May 4, 2021, 9:30 a.m., which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video-conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, https://meet.google.com/hma-jmco-dbx, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

- 7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below on or before May 18, 2021, 9:30 a.m. 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.
- 9. Bid opening shall be on May 18, 2021, 9:30 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, https://meet.google.com/hma-jmco-dbx, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

- 10. The DBM 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:

DBM-BAC Secretariat
DBM-Administrative Service-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 8657-3300 local 3115

Email address: procurement@dbm.gov.ph

12.	You may visit the following website to download the Bidding Documents:
	https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid

April 27, 2021

JANET B. ABUEL *Chairperson, DBM-BAC*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Budget and Management wishes to receive Bids for the "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment" with Project Identification No. *DBM-2021-27*.

The Procurement Project (referred to herein as "Project") is composed of one (1) 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 2021 in the amount of **Three Million Pesos** (**P3,000,000.00**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.
- 2.2. The source of funding is the FY 2021 General Appropriations Act.

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 $\bf IB$ 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.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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 the following requirements:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; or
 - b. The Bidder must have completed at least two (2) similar contracts:
 - i. the aggregate amount of which should be equivalent to at least *fifty* percent (50%) 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.
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The DBM will hold a Pre-Bid Conference on May 4, 2021, 9:30 a.m., as indicated in paragraph 6 of the **IB**.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine

or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, **https://meet.google.com/hma-jmco-dbx**, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

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 the period of May 18, 2018 to May 17, 2021.
- 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

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:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, 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 e.
- 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 **Section VII (Technical Specifications).**

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 until **September 15, 2021**. 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 (1) 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 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

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

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 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 15 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.
- 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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, the contracts similar to the Project shall:
	a. refer to supply, delivery, installation, testing, and commissioning of audio-visual equipment; and
	b. have been completed within the period of May 18, 2018 to May 17, 2021.
7	Subcontracting is not allowed.
10.1	Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:
	(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, SSS ID, GSIS e-card, etc.); and
	(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.
	In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).
	In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.
12	The price of the Goods shall be quoted DDP Manila 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 P60,000.00, 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 than P150,000.00, if bid security is in Surety Bond.

The computation of a prospective bidder's NFCC must be at least equal to the 19.3 ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184. 20 The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements: 1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR (a) at least two (2) similar contracts and the aggregate contract ii. amounts should be equivalent to at least fifty (50%) of the ABC to be bid: and (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above. The corresponding proof/s of completion, which could either be: Certificate/s of Final Acceptance/Completion from the bidder's client/s: or Official Receipt/s or Sales Invoice/s of the bidder covering the full ii. amount of the contract/s. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: 2020 Income Tax Return with proof of payment; and VAT Returns (Form 2550M and 2550Q) or Percentage Tax ii. Returns (2551M) with proof of payment covering the months from October 2020 to March 2021. * Failure to submit copy/ies of the Contract/s or Purchase Order/s with proof/s of completion is a valid ground for disqualification of the bidder. **In case the PhilGEPS Platinum Certificate of Registration was not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184. *** In case the valid Mayor's Permit was not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020. **** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email

for the purpose.



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 2016 Revised 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 prior to 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 IV** (**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.

5. Warranty

- 5.1 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.



Special Conditions of Contract

000	
GCC Clause	
1	Daliyary and Daguments
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 the Contract are DDP delivered Manila. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service.
	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; and
	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.
	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.

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.

- In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:
 - a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;
 - b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and
 - c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.
- In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
 - a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;

An unnotarized PSD may be accepted, subject to submission of a notarized b. PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and The end-user may require the winning bidder to replace the submitted PSD c. with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be. 4 The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Schedule
1	The Contractor shall deliver the following equipment and materials in accordance with Section VII. Technical Specifications, including the scope of works stated therein, at the DBM Central Office, Gen. Solano St., San Miguel, Manila:		
	 a. 15" Passive Loudspeaker b. 8-Channel Compact Mixing System c. Dual 400 W/CH Power Amplifier d. 31-Band Stereo Graphic Equalizer 	12 units 3 units 1 unit 1 unit	Within thirty (30) calendar days upon receipt of Notice to Proceed
	 e. LCD Projector 4,000lm, XGA f. Multi-Pattern Desktop Microphone (16 pcs./set) g. 15" Powered Loudspeaker 	4 units 2 sets 2 units	of Notice to Froceed
	g. 15" Powered Loudspeakerh. Wireless MicrophoneNote: All equipment and materials should be brand new.	3 sets	
	Warranty: The warranty periods are as follows: a. Parts and labor from authorized service centers with global repair coverage b. Installation/Workmanship c. Response time to act on the notice for the repair and replacement of defective parts/units and for technical assistance/support		Three (3) years from the date of acceptance by the Administrative Service (AS) One (1) year from the date of acceptance by the AS Within twenty-four (24) hours upon receipt of written or verbal notice from the AS
3	Submission of Warranty Certificate by the Supplier		Within three (3) working days from the date of acceptance by the AS

NOTES:

- * The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.
- ** Negative COVID-19 test results (i.e., RT-PCR, Antigen, or Saliva tests) of the winning bidder's personnel/workers are required before the start of the delivery of goods and services. Subsequent tests may be requested by the AS-General Services Division (GSD) from the winning bidder depending on the extent of the surge of COVID-19 cases.

Moreover, minimum health standards and protocols will be required during contract implementation (e.g., wearing of proper personal protective equipment/clothing/supplies).

All costs pertaining to the foregoing requirements shall be shouldered by the winning bidder.

I hereby certify to com	ply and deliver all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name of Representative	 Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

			Bidder's
Item	Specifications	Quantity	Statement of
			Compliance
I	EQUIPMENT/MATERIALS REQUIREMENTS		
	Brand New:		
	a. 15" Passive Loudspeaker	12 units	
	• 250 Watts – 1000 Watts peak	12 umis	
	 44 Hz – 20 kHz frequency range 		
	• 56 Hz – 18kHz ¹ frequency response		
	• Full-coverage, heavy-duty perforated steel grille, with		
	powder-coat finish		
	1		
	b. 8-Channel Compact Mixing System	3 units	
	• Channels: 4 +2 + 2		
	- MIC/Line-Mono: 4		
	- MIC/Line-Mono / USB-Stereo (Super Channel): 2		
	- Line L-R / CS-IN-Stereo: 2		
	• Auxiliaries (AUX, MON): Pre/Post Switchable, Pre		
	• MIC Gain (Line -20 dB): +10 to +60 dB		
	• Trim Line/CD (Stereo): -10 to +20 dB		
	• THD, at 1kHz, MBW = 80 kHz		
	• MIC in/out to Master A-L/R outputs, +16dBu, typical		
	<0.005%		
	• Frequency Response, -3dB, ref. 1 kHz		
	 Any input to any Mixer output: 15 Hz to 70 kHz Crosstalk: 1 kHz 		
	Crosstalk: 1 kHzChannel to Channel: < -80 dB		
	 Mute & Standby switch attenuation: > 100 dB 		
	 Fader & FX/AUX/MON – Send attenuation: 85 dB 		
	• CMRR, MIC input, 1 kHz: > 80 dB		
	 Input Sensitivity, all level controls in max. position 		
	- MIC: -74 dBu (155 μV)		
	- LINE (Mono): -54 dBu (1.55 mV)		
	- LINE (Stereo): -34dBu (15.5 mV)		
	- CD (Stereo): -34 dBu (15.5 mV)		
	Maximum Level, Mixing Desk		
	• MIC inputs: +12 dBu		
	 Mono Line inputs: +31 dBu 		
	• Stereo Line inputs: +30 dBu		
	• All other inputs: +22 dBu		

- All other outputs: +22 dBu
- Input Impedances:
 - MIC: $2k\Omega$
 - CD In: 10kΩ
 - All other inputs: $> 15 \text{ k}\Omega$
 - Output Impedances:
 - Phones: 47Ω
 - All other outputs: 75Ω (unbalanced), 150Ω (balanced)
- Equivalent Input Noise, MIC Input, A-weighted, 150Ω,
 -130 dBu
- Noise, Channel inputs to Master A L/R outputs, A-weighted
- Master fader down, -100 dBu
- Master fader: 0 dB, Channel fader down: -92 dB
- Master fader: 0 dB, Channel fader: 0 dB, Channel gain unity: -82 dBu
- Equalization:
 - LO Shelving: $\pm 15 \text{ dB} / 60 \text{ Hz}$
 - MID Peaking: $\pm 12 \text{ dB} / 2.4 \text{ kHz}$
 - HI Shelving: $\pm 15 \text{ dB} / 12 \text{ kHz}$
- Master EQ 9-band (63, 125, 250, 500, 1k, 2k, 4k, 6.3k, 12kHz): ±10 dB / Q=1.5 to 2.5
- Filter
- LO-CUT, mono inputs: f=80 Hz, 18 dB/oct.
- Display: 128 x 64 pixels, OLED
- Effects
- Type: Dual Stereo, 24/48-bit multi effects processors
- Effects presets: 100 Factory + 20 User, Tap-Delay
- Remote Control: Footswitch, MIDI
- Digital Audio Interface
- Channels: 4 In / 4 Out
- AD/DA Conversion: 24-bit
- Sampling Rate: 44.1 / 48 / 88.2 / 96 kHz
- PC Interface: USB 2.0, Female, Type-B
- MIDI Interface: 5-pin DIN connector, In / Out
- Protection
- Mixer Outputs (Relay Controlled): AUX, MON, MASTER A L/R
- Switching Mode Power Supply (μC controlled): Mains Over / Undervoltage
- Phantom Power, switchable: 48V DC
- Power Requirements (SMPS with auto range mains input): 100V to 240V AC, 50 Hz to 60 Hz
- Power Consumption, at 1/8 maximum power, 4Ω , 35W
- Safety Class: I
- Ambient Temperature Limits: +5°C to +40°C (40 °F to 105°F)

- Dimensions (W x H x D), mm: 416.9 x 108.6 x 347.8,
 Rack-mount (7.5 HE): 483.0 x 99.1x 332.6
- Weight:
 - Net Weight: 5.8 kgShipping Weight: 7.8 kg
- Accessories:
 - RMK-600-3 (Rack Mount Kit for CMS 600-3): F01U214881 (DC-RMK-CMS-3)
 - FS 11 (Footswitch with LED): F01U100598 (DC-FS11)
 - Carrying Bag for CMS 600-3: F01U259015 (DC-BAG-600CMS)

c. Dual 400 W / CH Power Amplifier

- Efficient performance for low impedance or distributed items
- Ideal for sound reinforcement, paging, and life safety
- 400W per channel for 4Ω or 70/100V lines
- Bridged mono out for 860W into 8 Ω
- Compact 2 RU design
- Stepped rear-panel level attenuation
- Selectable 50Hz or 300 Hz high-pass filter
- Thermal protection, peak limiting, turn-on delay
- Phoenix-type inputs and outputs
- Three-stage front-to-rear fans
- Integrated rack ears for direct mounting

8Ω	4Ω	100V	70V
215 W	430 W	430 W	430 W
200 W 400 W 400 W 400 V		400 W	
260 W	520 W	520 W	500 W
44.	7 V	117 V	82 V
34.3	3 dB	42.2dB	39.1dB
	45 Hz – 2	> 20 kHz	
65 Hz – 40 kHz 65 Hz – 20 kHz			20 kHz
	0 dBu (7	775 mV)	
	> 20	OkΩ	
	< -7:	5 dB	
	<0.	1%	
	<0.	1%	
<0.1%			
25V	l/μs	65V/µs	46V/μs
103 dB			
>250 -			
120V or 230V, 50 – 60 Hz		Нz	
Audio L	imiters, Hi	-Temperatu	re, Peak
Curre	nt Limiter,	Power On	Delay
	Front-t	o-Rear	
]	I	
8.81 x	48.3 x 40.6	cm (3.5" x	19.0" x
	16.	0")	
	26 kg (5	7.27 lbs)	
	215 W 200 W 260 W 44. 34.3 65 Hz – 25V >2 Audio I Curre	215 W 430 W 200 W 400 W 260 W 520 W 44.7 V 34.3 dB 45 Hz - 65 Hz - 40 kHz 0 dBu (>20 <0. <0. 25 V/µs 103 >250 Audio Limiters, Hi Current Limiter, Front-1 8.81 x 48.3 x 40.6 16.	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

1 unit

, -		1
d. I	Band Stereo Graphic Equalizer	1 unit
	• Number of Bands: 2 x 31-band	
	Boost/Cut Range: ±12 dB, ±6 dB Control of the state of the s	
	• Low Cut Filter: Variable 10 Hz-400 Hz	
	High Cut Filter: Variable 2.5 kHz-30 kHz	
	• Analog Inputs: 2 x XLR, 2 x ¹ / ₄ " TRS	
	• Analog Outputs: 2 x XLR, 2 x ¼" TRS, 1 x XLR (sub	
	out)	
e. I	LCD Projector 4,000lm, XGA	4 units
	XGA Resolution	4 umis
	• Color Light Output: 4,000lm / 2,500lm	
	• White Light Output: 4,000lm – 4,500lm	
	• Flexible 1.6x Zoom Lens	
	With built-in speaker	
f. I	Multi-Pattern Desktop Microphone	
	• Connector Type: 3-pin XLR	2 sets
	• Diameter (Max): 0.25" (6.4mm)	2 5005
	• Element: Dual Condenser (back-electret)	
	• Finish: Non-reflective camera black	
	• Frequency response (-3dB): 50-20,000 Hz	
	• Impedance, Low-Z balanced: 200Ω	
	Mic-Type: Gooseneck	
	• Open Circuit Voltage: 5.6 mV/Pascal	
	Polar Pattern: Omni, Cardioid, S-cardioid & H-cardioid	
	• Power Requirement: 12-52V DC	
	• Wired	
g. 1	15" Powered Loudspeaker	2 units
	• Frequency Response: 55Hz – 18 kHz	2 units
	• Frequency Range: 42 Hz – 20 kHz	
	Maximum SPL: 127 dB	
	• Coverage (Horizontal x Vertical): 90° x 60°	
	• Power Rating: 1000 Watts	
	• LF Transducer: EVS-15L, 380 mm (15in) Woofer	
	• HF Transducer: DH-1K	
	• Connectors: (2) XLR/TRS Combo Jack, (1) 3.5mm	
	Input, and (1) XLR link Output	
	• Enclosure: Polypropylene	
	• Grille: 18 Gauge Steel with Black Powder Coat	
h. V	Wireless Microphone	
	• Receiver Type: Synthesized PLL	3 sets
	• Frequency Range (RF):	
	- A Band 618-634 MHz	
	- B Band 678 – 694 MHz	

- C Band 516 532 MHz
- E Band 850 865 MHz
- Number of Channels: 32
- Modulation: ± 40 kHz
- Diversity: True Antenna
- RF Sensitivity: $< 1.0 \,\mu\text{V}$ for 12 dB SINAD
- Image Rejection: > 55 dB
- Squelch: Tone Code plus Amplitude
- Power Requirements: 12-16V DC, 500mA max
- Operating Temperature: 5°C to 45°C (41°F to 113°F)
- Dimensions:
 - 43mm H x 206mm W x 210 mm D
 - (1.72in H x 7.8 in W x 8.0 in D)
- Audio Parameters:
 - Frequency Response: $80 \text{ Hz} 18 \text{ kHz} \pm 2 \text{ dB}$
 - Balanced Output: 20 dbV (max @ 40 kHz deviation)
 - Unbalanced Output: Adjustable 8 mV to 0.755V RMS
 - Distortion: < 1.0%, 0.4% typical
 - Ref 1 kHz, 40 kHz deviation
 - Signal-to-Noise Ratio: > 100 dB A-Weighted
 - Dynamic Range: > 95 dB
- BP-300 and HT-300 Transmitter Specifications:
 - Radiated Output: 8mW typical
 - Back Lit LCD Display: Channel, Frequency, Mute
 - Battery Level Indicator
 - Microphone Head: Electro-Voice PL22 Cardioid Dynamic
 - Standard Lavalier
 - Electro-Voice ULM18 Uni-Directional
 - Condenser
 - TA4F Connector Wiring: Pin 1: Ground, Pin 2: Mic Input, Pin 3: +5V bias, Pin 4: +5V thru 2.2kΩ
 - Power Requirements: two AA batteries
 - Battery Life (Typical): >14 hours with AA Alkaline Typical
 - Bodypack Antenna: Flexible external ¼ wave
 - Handheld Antenna: Internal Propriety
 - Dimensions (Body Pack): 88 mm H x 66mm W x 23 mm
 - (3.3 in. H x 2.6 in 0.89 in D)

	 The Supplier shall ensure that its personnel are wearing proper personal protective equipment/clothing/supplies during contract implementation. Negative COVID-19 test results (i.e., RT-PCR, Antigen, or Saliva tests) of the Supplier's personnel/workers are required before the start of the delivery of the project. Subsequent tests may be requested depending on the extent of the surge of COVID-19 cases. All these shall be at no additional cost to the DBM. The Supplier shall be held liable for: any work-related damages incurred by their staff to 	
	 any DBM property; and any work-related accident or illness inflicted by and to their personnel during the project implementation. 	
IV	WARRANTY	
	The warranty periods are as follows:	
	 Parts and labor from authorized service centers with global repair coverage – Three (3) years from the date of acceptance by the AS Installation/workmanship – One (1) year from the date of acceptance by the AS 	
	The response time to act on the notice for the repair and replacement of defective parts/units is within twenty-four (24) hours upon receipt of written or verbal notice from the AS.	
	The supplier shall provide technical assistance/support either by telephone call, email, or site visit within twenty-four (24) hours upon receipt of verbal or written notice from the AS.	

Note: The foregoing specifications shall reflect the necessary specifications required to meet the needs of the DBM. Provision of goods with better specifications is acceptable.

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder	Signature Over Printed Name of Representative	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	Or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent
(c)	document, <u>and</u> 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; <u>and</u>
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Technica	l 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
(f)	similar or not similar in nature and complexity to the contract to be bid; <u>and</u> 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; <u>and</u>
□ (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 Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; <u>and</u>
(i)	Conformity with the Technical Specifications, which may include manpower requirements, and/or after-sales/parts, if applicable; and
(j)	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.
Financial	! Documents
(k)	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); <u>or</u> a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

	Class B Documents
(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> 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.
Other do	cumentary requirements under RA No. 9184 (as applicable)
(n)	[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.
(o)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.
FINANC	CIAL COMPONENT ENVELOPE
(a)	Original of duly signed and accomplished Financial Bid Form.

II.

Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

[shall be submitted with the Bid]

Business Name:						
Business Address:_						
Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
Government						
Deixoto						
<u>Private</u>						
Designation :	(Printed N	ame and Signat	ture)			
-						

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bidded) prior to May 18, 2021.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature

[shall be submitted with the Bid]

Business Nam	ie:					
Business Adda	ress:					
Name of Client/Contact Person/Contact Number/Contact Email Address	t et	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance*	End User's Acceptance or Official Receipt(s) Issued for the Contract
Submitted by						
	(Prin	ited Name and	Signature)			
Designation	:					
Date	:					

Instructions:

- a. The SLCC should have been completed (i.e., accepted) within the period of May 18, 2018 to May 17, 2021.
- b. Similar contract shall refer to supply, delivery, installation, testing, and commissioning of audio-visual equipment.
- c. 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, and whose value, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following:
 - i. a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR
 - ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid; and (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

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.: DBM-2021-27

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]

Omnibus Sworn Statement

[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 [Name of the Project] of the [Name of the Procuring Entity], 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 [Name of the Project] of the [Name of the Procuring Entity], 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 [Name of the Project].
- 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.

IN	WITNESS	WHEREOF,	I have hereunto	set my	hand this	day of	
20	at		Philippines.	•		_ ,	
				[]			-0
				-		IDDER OR IT	
				AUTH	ORIZED REF	PRESENTATI	VE]
				[Insert	signatory's le	egal capacity]	
					Affia	ınt	
				-			

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

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

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Date :	
Project Identification No.	: DBM-2021-27

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment** in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those which are itemized herein.

PARTICULARS	QUANTITY	UNIT COST	TOTAL
*including installation, fabrication, testing and	(a)	(b)	COST
commissioning costs, as may be applicable			(c) = (a*b)
15" Passive Loudspeaker	12 units		
8-Channel Compact Mixing System	3 units		
Dual 400 W/Ch Power Amplifier	1 unit		
31-Band Stereo Graphic Equalizer	1 unit		
LCD Projector 4,000lm, XGA	4 units		
Multi-Pattern Desktop Microphone (16	2 sets		
pcs./set)			
15" Powered Loudspeaker	2 units	_	
Wireless Microphone	3 sets		
TOTAL			

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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.

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.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, 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:

Contract Agreement Form for the Procurement of Goods [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days

after receiving the Notice of Award]

CONTRACT No. 2021-__ **NAME OF PROJECT**

This CONTRACT made and entered into by and between the following:

	created by vi office addres	irtue of s at Ger	the law neral Sol	s of the Republic of the Philippines, with principal ano St., San Miguel, Manila, represented herein by hereinafter called the "DBM";
				- and —
	represented	of the by its #	Philippi	ntion duly organized and existing under the laws of ines, with office address at, RIZED REPRESENTATIVE,, e "SUPPLIER";
	Collectively,	the "PA	RTIES'	, ,
			W	TITNESSETH:
	e bid of the Si amount of	upplier v	was dec	acted a public bidding for the Project, "Name of Project," lared as the Lowest/Single Calculated and Responsive Bid (P), hereinafter called the "Contract
	egulations of R	epublic and t	Act No.	ctions 37 and 39 of the 2016 Revised Implementing Rules 9184, the Notice of Award was issued to the Supplier last polier posted its performance security in the form of a, in the amount of(P);
hereby	NOW, THER mutually stip			nd in consideration of the foregoing premises, the parties e as follows:
1.	respectively	assigne	ed to th	nd expressions shall have the same meanings as are em in the General and Special Conditions of Contract , respectively.
2.	The following	docum	nents sha	all form and be read and construed as part of this Contract:
	Annex	A B C D E F G	-	Bid Form Schedule of Requirements Technical Specifications General Conditions of Contract Special Conditions of Contract Notice of Award Performance Security

- In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the NAME OF THE PROJECT, and to remedy defects therein in conformity with the provisions of the Contract.
- 4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the NAME OF THE PROJECT, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
- 5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
- 6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

day of	IN WITNESS WHEREOF, the parties, 2021 at General Soland	s hereto have signed this Contract on this o St., San Miguel, Manila, Philippines.
	DEPARTMENT OF BUDGET AND MANAGEMENT	
	by:	by:
	Secretary	
	CICNED IN THE	
	SIGNED IN THI	E PRESENCE OF

ACKNOWLEDGMENT

C I T Y O F M A N I L		
BEFORE ME , a Notary Public day of, 2021 perso		, Philippines on this ng:
NAME	VALID ID	VALID UNTIL
(Name of Bidder's Authorize Representative)	ed	
		the foregoing Contract and who ary act and deed and of the entities
This CONTRACT for the NAME of witnesses on each and every page		d by the parties, and their material
WITNESS MY HAND AND SEAL	this day of	, 2021.
Doc. No; Page No; Book No; Series of 2021.		

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: DBM-2021-27

To: [Insert name and address of the Procuring I	Insert name	and address	of the	Procuring	Entity/
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I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution], Philippines.
[Select one of the two following paragraphs and delete the other]
Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC).
Affiant/s exhibited to me his/her [insert type of government identification card used] with no issued on at
Witness my hand and seal this day of [month] [year].
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No, [date issued], [place issued] IBP No, [date issued], [place issued]
Doc. No Page No Book No Series of

