# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# SUPPLY, DELIVERY AND INSTALLATION OF CONFERENCE ROOM SOUND SYSTEM FOR BJMP-NHQ

G-2021-011

Government of the Republic of the Philippines

Sixth Edition July 2020

#### **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# **Table of Contents**

Glossar	y Of Acronyms, Terms, And Abbreviations	5
Section	I. Invitation To Bid	8
Section	II. Instructions To Bidders	11
1.	Scope Of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, And Coercive Practices	12
5.	Eligible Bidders	12
6.	Origin Of Goods	13
<b>7.</b>	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification And Amendment Of Bidding Documents	13
10.	<b>Documents Comprising The Bid: Eligibility And Technical Components</b>	13
11.	<b>Documents Comprising The Bid: Financial Component</b>	14
<b>12.</b>	Bid Prices	14
13.	Bid And Payment Currencies	15
14.	Bid Security	15
15.	Sealing And Marking Of Bids	15
16.	Deadline For Submission Of Bids	16
17.	Opening And Preliminary Examination Of Bids	16
18.	Domestic Preference	16
19.	<b>Detailed Evaluation And Comparison Of Bids</b>	16
20.	Post-Qualification	17
21.	Signing Of The Contract	17
Section	III. Bid Data Sheet	18
Section	IV. General Conditions Of Contract	21
1.	Scope Of Contract	22
2.	Advance Payment And Terms Of Payment	22
3.	Performance Security	22
4.	Inspection And Tests	22
<b>5.</b>	Warranty	23
6.	Liability Of The Supplier	23
Section	V. Special Conditions Of Contract	24
Section	VI. Schedule Of Requirements	29
Section	VII. Technical Specifications	30
Section	VIII. Checklist Of Technical And Financial Documents	39

Bid Form for the Procurement of Goods	44
Price Schedule for Goods Offered from Abroad	46
Price Schedule for Goods Offered from Within the Philippines	47
Bid Securing Declaration Form	48
Contract Agreement Form For The Procurement Of Goods (Revised)	49
Contract Agreement Form	49
Omnibus Sworn Statement (Revised)	51
Performance Securing Declaration (Revised)	53
Statement of All Ongoing Government and Private Contracts, Including Contracts Awarded but not Yet Started	54
Statement of Single Largest Completed Contract Similar to the Contract to be Bid	55
Compliance to Technical Specifications Matrix	56

# 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

#### **Notes on the Invitation to Bid**

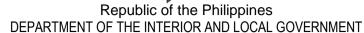
The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

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

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

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





#### BUREAU OF JAIL MANAGEMENT AND PENOLOGY NATIONAL HEADQUARTERS

144 Mindanao Avenue, Project 8, Quezon City Email Address: chiefbjmp@bjmp.gov.ph Website: <a href="www.bjmp.gov.ph">www.bjmp.gov.ph</a> Trunkline: (+632) 927-6383; 927-5505



# INVITATION TO BID FOR SUPPLY, DELIVERY, INSTALLATION OF CONFERENCE ROOM SOUND SYSTEM FOR BJMP-NHQ

- 1. The BUREAU OF JAIL MANAGEMENT AND PENOLOGY NATIONAL HEADQUARTERS (BJMP-NHQ), through the GENERAL APPROPRIATIONS ACT FOR FY 2021 intends to apply the sum of TWO MILLION SEVEN HUNDRED NINETY THOUSAND FIVE HUNDRED PESOS (PHP 2,790,500.00) being the ABC to payments under the contract for BJMP REFERENCE NO. G-2021-011. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **BJMP-NHQ** now invites bids for the above Procurement Project. Delivery of goods required is **SIXTY** (60) **CALENDAR DAYS UPON RECEIPT OF NTP**. Bidders should have completed, within **FIVE** (5) **YEARS FROM THE DATE OF SUBMISSION OF BIDS** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- Prospective Bidders may obtain further information from BJMP DIRECTORATE
  FOR LOGISTICS and inspect the Bidding Documents at the address given below on
  weekdays from 8 AM to 5 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 29, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FIVE THOUSAND PESOS (PHP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
- 6. The **BJMP-NHQ** will hold a Pre-Bid Conference on **July 13, 2021** at **10:00 AM** through video conferencing or webcasting *via* **ZOOM** (**Meeting ID: 853 8410 2707** and **Password: 995252**), which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat MANUALLY at the BJMP-NHQ, 1<sup>ST</sup> FLOOR, MESSAGE CENTER, 144 MINDANAO AVENUE PROJECT 8, QUEZON CITY, on or before July 27, 2021 at 10:00 AM. 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 **July 27, 2021** at **10:00 AM** via **ZOOM** (**Meeting ID: 823 5217 3838** and **Password: 062658**). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **BJMP-NHQ** 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:

#### **BJMP-NHQ BAC SECRETARIAT**

144 Mindanao Avenue, Quezon City Telephone: 453 1196 local 202; 263-3069 Email Address: bac.bjmpnhq@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.bjmp.gov.ph

www.facebook.com/bjmpnhqbacofficial

[Date of Issue]

**DENNIS U ROCAMORA, CESE** 

Jail Chief Superintendent Deputy Chief for Operations of the Jail Bureau Chairperson, BJMP-NHQ BAC

# Section II. Instructions to Bidders

#### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, **BJMP-NHQ** wishes to receive Bids for the **SUPPLY**, **DELIVERY AND INSTALLATION OF CONFERENCE ROOM SOUND SYSTEM**, with identification number **BJMP REFERENCE NO. G-2021-011**.

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 CY 2021 in the amount of TWO MILLION SEVEN HUNDRED NINETY THOUSAND FIVE HUNDRED PESOS (PHP 2,790,500.00)
- 2.2. The source of funding is NGA, the **GENERAL APPROPRIATIONS ACT FOR FY 2021**.

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 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 at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

#### 7. Subcontracts

7.1. 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:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **July 13, 2021** through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

#### 10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Three (3) YEARS** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - 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<sup>1</sup> 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 **120 Calendar days upon Opening of the Bids.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 follows:

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

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

#### 21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

### Section III. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

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

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

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

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

# **Bid Data Sheet**

ITB	
Clause	For this grown as southwater similar to the Duciect shall be
5.3	For this purpose, contracts similar to the Project shall be:
	a. SUPPLY, DELIVERY AND INSTALLATION OF SOUND SYSTEM FOR BJMP-NHQ
	b. completed within <b>FIVE (5) YEARS</b> prior to the deadline for the submission and receipt of bids.
12	The price of the Goods shall be quoted <b>DDP</b> to <b>BJMP National Headquarters</b> ,
	<b>144 Mindanao Avenue, Project 8, Quezon City</b> 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 two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
20.2	For the purpose of Post Qualification, the following documents shall be
	submitted:
	Valid and updated PhilGEPS Registration Certificate (if the bidder submitted Class "A" documents in lieu of PhilGEPS Platinum Registration)
	2. Business Registration (if not submitted together with PhilGEPS Platinum Certificate);
	3. Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located. (if not submitted together with PhilGEPS Platinum Certificate);
	4. 2021 Audited Financial Statement (if not submitted together with PhilGEPS Platinum Certificate);
	5. Tax Clearance. (if not submitted together with PhilGEPS Platinum Certificate);
	6. Latest Income Tax Return for fiscal/calendar year 2019 or 2020, if available. (BIR Form 1701 or 1702)
	7. Value Added Tax Return (Forms 2551M or 2551Q) or Percentage Tax Reform (Form 2551M) covering the last six (6) months before the deadline of Opening of Bids.

Note: The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).

- 8. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
- 9. If BIDDER IS A DISTRIBUTOR OR CHANNEL PARTNER, submit Certification or **Proof** of Authority from the Product Manufacturer/Principal showing that the bidder is authorized to supply/deliver/sell the products/items being offered, and authorized to provide technical support services (after sales warranty) thereof; **OR** If BIDDER IS A RESELLER, submit Certification or Proof of Authority from the Product Manufacturer/Principal, Distributor or Channel Partner showing that the bidder is authorized to supply/deliver/sell the products/items being offered, and authorized to provide technical support services (after sales warranty) thereof. If the Certification or Proof of Authority is issued by a Distributor or Channel Partner, submit a Certification or Proof Authority from the **Product** of Manufacturer/Principal.

*Note:* if the product manufacturer/principal or distributor does not issue a signed certification, the bidder must be able to submit equivalent proof that it is a legitimate, recognized or accredited supplier/service provider, distributor or reseller, as appearing in any printed literature or official website (with the primary source of the document).

- 10. Current and valid certification from the Product Manufacturer/ Principal stating that the availability of parts of the offered products/items is for at least five (5) years from the submission of bids.
- [List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).** 

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

**Special Conditions of Contract** 

966	Special Conditions of Contract
GCC Clause	
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	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, state:] "The delivery terms applicable to the Contract are DDP delivered to BJMP National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered BJMP National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City. 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 Supply Accountable Office and Technical Inspection Acceptance Committee, 144 Mindanao Avenue, Project 8, Quezon City.
	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: Select appropriate requirements and delete the rest.
	<ul><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li></ul>
	<ul> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>

- 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.
- f. [Specify additional incidental service requirements, as needed.]

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:

*Select appropriate requirements and delete the rest.* 

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within thirty (30) of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### **Intellectual Property Rights –**

4

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.

The inspections and tests that will be conducted is **Acceptance Test as** provided in Section VII. Technical Specifications

# Section VI. Schedule of Requirements

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

ITEM	Quantity	Unit	Completion
Loud Speaker Sound System			
1.1. Audio DSP(Digital Signal	1	unit	
Processor)/Mixer			
1.2. Power Amplifier	1	unit	
1.3. Wall Mounted Speaker	At least 4	unit	
1.4. Portable/Movable Subwoofer	2	unit	
Speaker System			
1.5. Control System	1	unit	
2. Wireless Microphone System			60 Colondor dovo
2.1. Central Control Device/WAP	1	unit	60 Calendar days upon receipt of NTP
2.2. Chairman Unit	1	unit	upon receipt of NT1
2.3. Delegate Units	29	unit	
2.4. Rechargeable Battery	30	unit	
2.5. Battery Charger	4	unit	
3. Other Features and Requirements			
3.1. Roughing-ins, Materials, Installation,	1	lot	
configuration, programing of devices, testing,			
training, documentation and technical support			
3.2 Warranty	1	lot	

I hereby commit to comply above-stated schedule.	and deliver all th	e above requirements	s in accordance with the

**Signature over Printed Name** 

of Authorized Representative

**Date** 

**Name of Company** 

# Section VII. Technical Specifications

#### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

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

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

# **Technical Specifications**

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

NOTE: KINDLY USE THE COMPLIANCE TO TECHNICAL SPECIFICATIONS MATRIX FORM PROVIDED IN SECTION IX: BIDDING FORMS

ITEM	Description	Minimum / Specific Requirements		
1.	Loud Speaker System			
1.1.	Audio DSP (Digital Signal	Input	At least 12 mic/line level inputs with	
	Processor)/Mixer		Acoustic Echo Cancellation (AEC)	
		Output	At least 8 mic/line level outputs	
		Frequency	20Hz to 20kHz, +4dBu	
		Response		
		THD+N	20 Hz – 22 kHz @ +4dBu	
		Sampling	48kHz or better	
		Rate		
		Power	100-240VAC 50/60Hz	
		Voltage		
		A/D - D/A	24-bit	
		Converters		
		Ports	At least (1) one Gigabit Ethernet Port	
			At least (1) one USB	
			RS-232 serial	
		Display	LED indicator	
		Inclusion	Cables, Connectors, Manuals, and	
			controlling software	
		Features	System configuration and control via	
			Ethernet	
			It shall allow configuration and control	
			of signal processing for but not limited	
			to signal routing, mixing, equalization,	
			filtering, and delay via installed	
			software and/or control panel	
			shall have remote control bus for	
			dedicated control panels	

			shall have	preconfigured I/O with
		definable processing		
		shall have mix, route, combine, EQ,		
				trol DSP blocks
		Compliance		and RoHS compliant
1.2.	Power Amplifier	Channels		At least 2
		Rated Output P		8 Ohms – at least 215W
		(Rated Load) T	HD<1%,	4 Ohms – at least 430W
		1KHZ		Or better
		Rated Output P		8 Ohm – at least 200W
		(THD<0.2%, 20	)Hz –	4 Ohm – at least 400W
		20kHz)		Or better
		Power Bandwic		45Hz $->20$ kHz or better
		A-weighted Sig	nal-to-	>101 dB or better
		noise Ratio		
		Power Requirer		230V, 50/60V
		Cooling System	1	Front to Rear
		Features		
				z or 300Hz Hi-Pass Filter for
		each Channel or		
				ection package including the
				; high temperature
		monitoring, audio limiters, power up delay and peak		
		current limiters		
1.3.	Wall Mounted Speaker	It shall be a wall mounted speaker system with		
1.5.	wan Wounted Speaker	<u> </u>		
		appropriate mounting bracket shall be powder coated for corrosion resistance, and		
		restrained with a safety leash		
		Frequency Response (-10 dB): 62 Hz-20 KHz or better		
		Maximum SPL: 118 dB or better		
		Power Handling: 300 W Cont. Prog./600W or better for		
		the system		
		Coverage (H x	V): 100° x 8	0° or better
1.4.	Portable/Movable	shall be a Portal	ble/movable	subwoofer System
	Subwoofer Speaker System			
			-	loudspeaker system powered
		by at least 1000 W Class-D amplifier or better		
				gine allows for easy setup via
		four presets (Music, Live, Speech, and Club), three band		
		EQ, five user-programmable presets (Store and Recall		
		settings), output delay, phantom power (+15V), visual		
		monitoring of limiter status, input level control and		
		meters, and master volume control to ensure optimal		
		gain structure  Power Handling: 75 W Cont. / 300 W Peak or better		
		Coverage (H x		
		Coverage (II X	v J. 120° X 4	o oi dellei

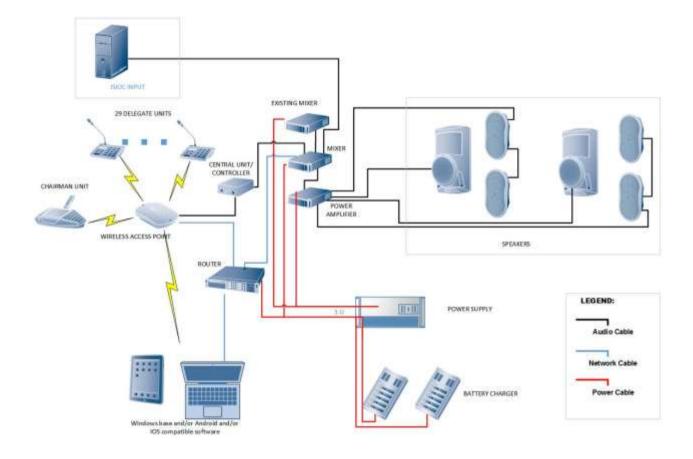
		Amplifier Rating: 1000 W or better for the system				
			nption: 100-240 V AC, 50-60 Hz			
		Frequency Response: 43 Hz-20 KHz				
		Maximum SPL:127 dB or better				
1.5	G . 1 G .	2:11 // / / / / / / / / / / / / / / / / /				
1.5.	Control System	2-in-1 Laptop/Tablet				
			0.5" touchscreen display			
			hours of typical device usage or better			
		Supply and ma	Keyboard and Pen as accessories, Power			
		Display	Resolution: 1920 x 1280 (220 PPI or			
		Dispidy	better			
			Aspect ratio: 3:2 or better			
			Touch: 10 point multi-touch or better			
		RAM	At least 8GB			
		Processor	At least 9th Gen Intel Core i7 Processor			
		Storage	128GB GB SSD or higher			
		Connections	At least 1 x USB-C			
			3.5 mm headphone jack or combo jack			
			1 x Surface Connect port			
			MicroSDXC card reader or its			
			equivalent			
		G C	Wi-Fi			
		Software	Licensed Windows 10 Pro			
			Installed Audio Control Software or its			
			equivalent and a copy in a Flash drive			
2	Wireless Microphone Sy	vstem				
2.6.	Central Control		Standalone central control device for wireless			
	Device/WAP		connection and control of the Wireless Devices shall use WPA2 encryption for secure communication			
		shall operate b IEEE 802.11n				
			shall support seamless frequency switching in the 2.4 GHz and 5 GHz band			
			shall support both powering via power supply adapter or			
		1 1	Power-over-Ethernet (PoE)			
		shall support a	shall support a typical wireless coverage area range of			
		20 meter x 20	20 meter x 20 meter or better.			
			shall support automatic date and time synchronization through NTP server from the internet or supplied by the			
			local DHCP server			
		shall support n	shall support monitoring of battery life time and signal			
			strength per seat or wireless device			
			shall support at least four (4) different operating modes  Supply Voltage (PSLI): 100, 240 VAC 50, 60Hz			
			Supply Voltage (PSU): 100-240 VAC 50-60Hz Power-over-Ethernet: 802.3af, 802.3at – type 1			
		DOMESTON OFFICE Lit	mode A (endspan), mode B (midspan)			
			• •			
		mode A (endsp	• •			

		WIFI standard: IEEE 802.11n		
		Frequency range: 2.4 GHz and 5 GHz (ISM license free)		
		Operating temperature: 5 °C to +45 °C or better		
		Accessories: Mounting kits, power supply, manuals and		
		needed cables		
		necuca cables		
2.7.	Chairman Unit	Wireless Devices – tabletop conference unit		
		Touchscreen display		
		shall have possible-to-speak indicator		
		shall have request-to-speak indicator in microphone		
		shall be configurable to be a chairman microphone or a		
		delegate microphone		
		The proposed wireless device shall have a mute button		
		and a microphone button for speaking		
		shall operate in the 2.4 GHz and 5 GHz license-free		
		band		
		shall be freestanding (table-top units) and powered by a		
		removable/chargeable battery		
		shall have an indicator above the mute and request-to		
		speak button. Indicator shall light red when the		
		microphone is "on", and green when microphone is		
		listed in the waiting list or when request-to-speak is		
		accepted		
		shall have headphone connections and controls		
		have built-in feedback suppressor to prevent acoustic		
		feedback		
		shall have a pluggable microphone with adjustable stem		
		Operating Time: > 20 hours (20% speech, 80%		
		listening)		
		Frequency Response: 60Hz-16KHz (-3 dB at nominal		
		level) or better		
		THD at nominal level: <0.1%		
		Signal-to-noise ratio: > 90 dB		
2.8.	Delegate Units	Wireless Devices – tabletop conference unit		
		shall have possible-to-speak indicator		
		shall have request-to-speak indicator in microphone		
		shall be configurable to be a chairman microphone or a		
		delegate microphone		
		shall have a mute button and a microphone button for		
		speaking		
		shall operate in the 2.4 GHz and 5 GHz license-free		
		shall operate in the 2.4 GHz and 5 GHz license-free band		
		shall be freestanding (table-top units) and powered by a		
		removable/chargeable battery		
		Shall have an indicator above the mute and request-to		
		speak button. Indicator shall light red when the		
		microphone is "on", and green when microphone is		

	1	Tarrier and the second
		listed in the waiting list or when request-to-speak is accepted
		shall have headphone connections and controls
		shall have built-in feedback suppressor to prevent
		acoustic feedback
		shall have a pluggable microphone with adjustable stem
		Operating Time: > 20 hours (20% speech, 80%
		listening) or better
		Frequency Response: 60 Hz – 16 kHz (-3 dB at nominal
		level) or better
		THD at nominal level: <0.1%
		Signal-to-noise ratio: > 90 dB
		WIFI Standard: IEEE 802.11n or equivalent wireless connectivity
		Frequency Range: 2.4 GHz and 5 GHz
		Maximum microphone input: 110 dB SPL or better
		Loudspeaker maximum output: 80 dB SPL
		Headphone maximum output: 3 dBV
		Operating temperature: 5 °C to +45 °C or better
2.9.	Rechargeable Battery	removable, rechargeable lithium-ion battery pack
		shall be fully recharged on at least three (3) hours from
		empty
		shall have a microprocessor for controlling the charging current and to prevent current overload
		shall have charge capacity LED and a push-to-test
		button to test the remaining battery capacity and time
		Capacity: at least 12800 mAh, high-capacity lithium-ion
		type, 24 hours (without touch screen) and 20 hours (with
		touch screen) at full charge or better
		Operating temperature: 0 °C to +45 °C or better
2.10.	Battery Charger	Indicator: Red indicator flashing-charging, green
		indicator-full charged
		Supply Voltage: 100-240 VAC +/- 10% 50/60 Hz
		Charging Quantity: at least 5 battery packs per unit of battery charger
		omery charger
3	Other Features and	3.1. Electrical outlets must be 3-prong with the
	Requirements	provision of a grounding system
		3.2. Use appropriate conduit for cable installation and
		insulation, Cables are properly secured,
		3.3. Exposed conduits shall be concealed or
		camouflaged with the current color where it is being installed or attached
		instance of attached
		3.4. Use clamps, screws, reusable Velcro Cable Tie and

		3.6. CAT 6/CAT 6A Shielded RJ45 Modular Plugs as needed for Ethernet connection
		3.7. Provision of Ethernet connection of Central Control Device/WAP to the Audio Control Room
		3.8. Provision of audio input cable and Display cable from the Audio Control Room to JSIOC
		3.9. Appropriate audio and network cables for the sound system equipment
		3.10. Provision of centralized electrical power system for the sound system equipment from the Audio Control Room
		3.11. Appropriate cable length for the two (2) movable subwoofer speaker system
		3.12. Speaker systems should match the required maximum rated power transfer of the power amplifier or better
4.	Warranty	Three (3) years on product, parts, and rough-ins, and Labor and Services
5.	Other Requirements	4.1. Bidder shall conduct preventive maintenance service in at least once in a semi-annually.
		4.2. Bidder shall install, configure, programing of devices, and testing of the solution.
		4.3. Bidder shall provide a system engineering design for system solution and as built plan
		4.4. Bidder shall conduct a user's and administration training
		4.5. Shall display Decal (Customized Design from 3rd Party) Markings of ≤ 2" diameter BJMP Logo and wordings "GOVERNMENT PROPERTY"
		4.6. Bidder must provide Manufacturer's Certificate or Manufacturer's Authorization as authorized dealer / reseller to submit a bid
		4.7. Bidders must issue certificate of undertaking to deliver Branded/Brand New units and all major and external components are of the same brand
		4.8. Bidder must submit itemized cost of the requirements for purpose asset valuation recording
		4.9. Manufacturer shall provide a central toll-free hotline number and email address for their technical support
		4.10. Bidders shall offer current brand/models and not in "end of Life" as reflected in the current product line found in the manufacturer's official website / brochure.

4.11. Bidders shall offer brand/models that have
product parts available and serviceable for at least
five (5) years after delivery and acceptance.
4.12. Manufacturer shall have on-site support service,
and not carry-in to service centers, will be
provided by Manufacturer for not more than three
(3) days after final remote diagnosis for delivered
items within Metro Manila
4.13. The Bureau of Jail Management and Penology
has the right to test, evaluate and accept the
proposal before acceptance.
4.14. Prospected bidder must be a Certified Distributor
or Authorized Partner and have authority to sell,
deploy, manage and provide support services
issued by the product owner/manufacturer.



# Section VIII. Checklist of Technical and Financial Documents

# **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

<u>Leg</u>	gal Do	Class "A" Documents
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
		In case there is an expired Class "A" document reflected in the Annex A of PhilGEPS Registration Certificate, it is the responsibility of the bidder to update it with the PhilGEPS, and a copy of the valid Class "A" document must be submitted during the bid opening as attachment to the PhilGEPS Registration Certificate. Failure to attach the valid Class "A" document will be a ground for disqualification;
		<u>Or</u>
	(b)	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 document,
		<u>And</u>
	(c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
		<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).
<u>Tea</u>	chnice	al Documents
	(f)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. A sample Statement format can be found at the Bidding Forms for reference and
	(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections

format can be found at the Bidding Forms for reference.;

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. A sample Statement

		<u>and</u>					
	(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;					
		<u>Or</u>					
		Original copy of Notarized Bid Securing Declaration; and					
	(i)	Conformity with the Technical Specifications, which may include the following:  a. Delivery Schedule (See Section VI. Schedule of Requirements); b. Compliance to Technical Specifications Matrix (Form can be S on the Bidding Forms); c. Bidder's Proof of Offer containing all the technical information listed in the Compliance to Technical Specifications Matrix and other relevant information, in any of the following:  i. Original or copy of the printed product brochure(s) from the manufacturer; or ii. Printed product brochure(s) downloaded from the internet with indication of its source (e.g. website); or iii. Manufacturer's Catalog Data of the materials/equipment to be installed with highlights on the data conforming to the Technical Specifications;  If specifications/features cannot be supported by any of the above evidences/refences:  i. Certification from the Manufacturer confirming the specifications of the items stated in the bidder's duly					
		accomplished Compliance to Technical Specification Matrix; or					
		ii. Product Demonstration/ Sample (if applicable)					
		<u>and</u>					
	(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.					
<u>Fina</u>	ancial	<u>Documents</u>					
	(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; <u>and</u>					

		(1)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
			or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
			Class "B" Documents
		(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
	<u>Oth</u>	ier 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.
		(0)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25	FIN	NANC	CIAL COMPONENT ENVELOPE
		(a)	Original of duly signed and accomplished Financial Bid Form; and
		(b)	Original of duly signed and accomplished Price Schedule(s).

# **BIDDING FORMS**

### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM	
Date: Procurement Identification No.:	

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

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 to [supply/deliver/perform] [description of the Goods] 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 Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none_state "None	<u> </u>	
(if none, state "None	~)	

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

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, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this	day of	20	
Name:			
Name: Legal capacity:			
Duly authorized to sig	n the Bid for and behalf o	of:	
Date:			

# **Price Schedule for Goods Offered from Abroad**

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

# For Goods Offered from Abroad

Name of Bidder			I	Project ID I	Page _ of			
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDI (col 4 x 8)
N	ame:							
Le	egal Capa	icity: _						
Si	gnature:							
D	uly authori	ized to si	on the R	id for and behalf o	of·			

# **Price Schedule for Goods Offered from Within the Philippines**

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

# For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_\_. Project ID No.\_\_\_\_\_\_. Page \_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Name: Legal Ca Signature:								

Duly authorized to sign the Bid for and behalf of:

# **BID SECURING DECLARATION FORM**

REPUBLIC OF THE PHILIP	PPINES)
CITY OF	) S.S.

#### BID SECURING DECLARATION

**Invitation to Bid:** [Insert Reference number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

#### [Jurat]

# **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

# **Contract Agreement Form**

THIS AGREEMENT ma	de the day of	20	between [name of
PROCURING ENTITY] of the P	hilippines (hereinafter ca	alled "the Entity")	of the one part and
[name of Supplier] of [city and c	country of Supplier] (her	einafter called "the	e Supplier") of the
other part;			

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

# **Acknowledgment**

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

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

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

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [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
, Ph	ilippines.											

Bidder's Representative/Authorized Signatory

### [Jurat]

# **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES	5)		
CITY OF	)	S.	S

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

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 for the first offense, or two (2) years **for the second 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

# [Jurat]

# STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that	nt	h	has the following ongoing and awarded but not yet started contracts:						
Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contracts	Date of Delivery			
Name and Signature	e of Authorized Repres	sentatives			Date				

<sup>\*</sup>Instructions

a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the **day before the deadline of submission of bids.** 

b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c. **Indicate the Nature/Scope** of the contract in "Name of Contract" for easier tracking of the entries/representation. E.g. "Supply and Delivery of 10 Units of Prisoners Van"

# STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that	at		has the following completed contract(s) for the past five (5) years.							
Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Completed Contracts	Date of Delivery	Date of End- User's Acceptance			
Name and Signature	e of Authorized	Representatives				Date				

<sup>\*</sup>Instructions

a. **Indicate the Nature/Scope** of the contract in "Name of Contract" for easier tracking of the entries/representation. E.g. "Supply and Delivery of 10 Units of Prisoners Van"

# COMPLIANCE TO TECHNICAL SPECIFICATIONS MATRIX

PROJECT NAME	: SUPPLY, DELIVERY AND INSTALLATION OF CONFERENCE ROOM SOUND SYSTEM FOR BJMP – NHQ
BIDDER NAME	:
INSTRUCTIONS:	

- 1. The bidder shall provide its statement of compliance (Comply/ Not Comply) under column 3, offered specifications under column 4 and shall provide clear and specific proof/ reference to its documents submitted under column 5.
- 2. Bidder's Proof of Offer shall be any of the following: (1) Original or copy of the printed product brochure(s) from the Manufacturer/Developer/ Principal; OR (2) Printed product brochure(s) downloaded from the internet with indication of its source (e.g. website); OR (3) Manufacturer/ Developer/ Principal's Catalog Data of the materials/equipment to be installed with highlights on the data conforming to the Technical Specifications.
- 3. If specifications/features cannot be supported by the proof indicated in Item No. 2, the bidder shall provide: (1) Certification from the Manufacturer/ Developer/ Principal confirming the specifications of the items stated in the bidder's duly accomplished Compliance to Technical Specification Matrix; OR (2) Product Demonstration/ Sample (if applicable);
- 4. As part of the post qualification, the bidder's Proof of Offer shall be validated, verified and ascertained to determine its compliance with the requirements specified in Section VII. Technical Specification of the Bidding Documents.

### TECHNICAL SPECIFICATIONS

ITEM	Description	Minimum / Specific Requirements		Statement of Compliance (3)	Bidder's Specifications (4)	Bidder's Proof of Offer (5)
1.	Loud Speaker System					
1.6.	Audio DSP (Digital Signal Processor)/Mixer	Input	At least 12 mic/line level inputs with Acoustic Echo			

	Cancellation (AEC)
Outpo	
Frequ Respo	nency 20Hz to 20kHz, +4dBu
THD	+N 20 Hz – 22 kHz @ +4dBu
Samp Rate	oling 48kHz or better
Powe Volta	
	- D/A erters 24-bit
Doute	A4 Inst (1) and
Ports	At least (1) one Gigabit Ethernet Port
	At least (1) one USB
	RS-232 serial

Display	LED indicator
Inclusion	Cables, Connectors, Manuals, and controlling software
Features	System configuration and control via Ethernet
	It shall allow configuration and control of signal processing for but not limited to signal routing, mixing, equalization, filtering, and delay via installed software and/or control panel
	shall have remote control bus for

			dedica contro	ol panels		
				nfigured ith lble		
			shall have mix, route, combine, EQ, delay, control DSP blocks			
		Compliance	UL lis RoHS compl			
1.7.	Power Amplifier	Channels		At least 2		
		Rated Output Power (Rated Load) THD< 1KHZ	-	8 Ohms – at least 215W 4 Ohms – at least 430W		

		1	T
	Or		
	better		
Rated Output	8 Ohm –		
Power	at least		
(THD<0.2%, 20Hz	200W		
- 20kHz)	4 Ohm –		
	at least		
	400W		
	Or		
	better		
	oction		
Power Bandwidth	45Hz –		
Fower Bandwidth			
	>20kHz		
	or better		
A-weighted Signal-	>101 dB		
to-noise Ratio	or better		
Power	230V,		
Requirements	50/60V		
Requirements	30/00 <b>v</b>		
Cooling System	Front to		
Cooling System			
	Rear		
Features			
It shall have selectab			
or 300Hz Hi-Pass Fil	ter for		
each Channel or bette			
It shall have complet	e		
protection package in	iciuaing		

		the following but not limited to; high temperature monitoring, audio limiters, power up delay and peak current limiters		
1.8.	Wall Mounted Speaker	It shall be a wall mounted speaker system with appropriate mounting bracket		
		shall be powder coated for corrosion resistance, and restrained with a safety leash		
		Frequency Response (-10 dB): 62 Hz-20 KHz or better		
		Maximum SPL: 118 dB or better		
		Power Handling: 300 W Cont. Prog./600W or better for the system		
		Coverage (H x V): 100° x 80° or better		

1.9.	Portable/Movable Subwoofer Speaker System	shall be a Portable/movable subwoofer System		
		shall be a three-component loudspeaker system powered by at least 1000 W Class-D amplifier or better		
		It must have processing engine allows for easy setup via four presets (Music, Live, Speech, and Club), three band EQ, five user-programmable presets (Store and Recall settings), output delay, phantom power (+15V), visual monitoring of limiter status, input level control and meters, and master volume control to ensure optimal gain structure		
		Power Handling: 75 W Cont. / 300 W Peak or better		
		Coverage (H x V): 120° x 40° or better		
		Amplifier Rating: 1000 W or better for the system		
		Power Consumption: 100-240 V AC, 50-60 Hz		

		Frequency R 20 KHz	esponse: 43 Hz-		
		Maximum Si better	PL:127 dB or		
1.10.	Control System	2-in-1 Lapto	p/Tablet		
		With at least touchscreen			
		with Up to 1 device usage	0 hours of typical or better		
			e Keyboard and sories, Power nanuals		
		Display	Resolution: 1920 x 1280 (220 PPI or better Aspect ratio: 3:2 or better Touch: 10 point multi- touch or better		
		RAM	At least 8GB		

Processor  Storage	At least 9th Gen Intel Core i7 Processor
Connections	SSD or higher  At least 1 x USB-C 3.5 mm headphone jack or combo jack 1 x Surface Connect port MicroSDXC card reader or its equivalent
Software	Wi-Fi Licensed Windows 10
	Windows 10 Pro  Installed Audio Control Software or its equivalent and a copy in a Flash drive

2	Wireless Microph	none System		
2.11.	Central Control Device/WAP	Standalone central control device for wireless connection and control of the Wireless Devices		
		shall use WPA2 encryption for secure communication		
		shall operate based on standard Wi-Fi according to IEEE 802.11n		
		shall support seamless frequency switching in the 2.4 GHz and 5 GHz band		
		shall support both powering via power supply adapter or Power-over-Ethernet (PoE)		
		shall support a typical wireless coverage area range of 20 meter x 20 meter or better.		
		shall support automatic date and time synchronization through NTP server from the internet or supplied by the local DHCP server		
		shall support monitoring of battery life time and signal		

		strength per seat or wireless device		
		shall support at least four (4) different operating modes		
		Supply Voltage (PSU): 100- 240 VAC 50-60Hz		
		Power-over-Ethernet: 802.3af, 802.3at – type 1 mode A (endspan), mode B (midspan)		
		Ethernet: 1000Base-T IEEE 802.3ab or better		
		WIFI standard: IEEE 802.11n		
		Frequency range: 2.4 GHz and 5 GHz (ISM license free)		
		Operating temperature: 5 °C to +45 °C or better		
		Accessories: Mounting kits, power supply, manuals and needed cables		
2.12.	Chairman Unit	Wireless Devices – tabletop conference unit		

Touchscreen display
shall have possible-to-speak indicator
shall have request-to-speak indicator in microphone
shall be configurable to be a chairman microphone or a delegate microphone
The proposed wireless device shall have a mute button and a microphone button for speaking
shall operate in the 2.4 GHz and 5 GHz license-free band
shall be freestanding (table- top units) and powered by a removable/chargeable battery
shall have an indicator above the mute and request-to speak button. Indicator shall light red when the microphone is "on", and green when microphone is listed in the waiting list or when request- to-speak is accepted

		shall have headphone connections and controls
		have built-in feedback suppressor to prevent acoustic feedback
		shall have a pluggable microphone with adjustable stem
		Operating Time: > 20 hours (20% speech, 80% listening)
		Frequency Response: 60Hz- 16KHz (-3 dB at nominal level) or better
		THD at nominal level: <0.1%
		Signal-to-noise ratio: > 90 dB
2.13.	Delegate Units	Wireless Devices – tabletop conference unit
		shall have possible-to-speak indicator
		shall have request-to-speak indicator in microphone

shall be configurable to be a chairman microphone or a delegate microphone  shall have a mute button and a microphone button for speaking	
shall operate in the 2.4 GHz and 5 GHz license-free band	
shall be freestanding (table- top units) and powered by a removable/chargeable battery	
Shall have an indicator above the mute and request-to speak button. Indicator shall light red when the microphone is "on", and green when microphone is listed in the waiting list or when request-to-speak is accepted	
shall have headphone connections and controls	
shall have built-in feedback suppressor to prevent acoustic feedback	

 1 11 1	1	<del>                                     </del>
shall have a pluggable		
microphone with adjustable		
stem		
Stelli		
Operating Time: > 20 hours		
(20% speech, 80% listening)		
or better		
or better		
Frequency Response: 60 Hz –		
16 kHz (-3 dB at nominal		
level) or better		
THD at nominal level: <0.1%		
Signal-to-noise ratio: > 90 dB		
Signal-to-noise latio. > 90 ad		
WIFI Standard: IEEE 802.11n		
or equivalent wireless		
connectivity		
Connectivity		
Frequency Range: 2.4 GHz		
and 5 GHz		
3		
Maximum miaranhana innut		
Maximum microphone input:		
110 dB SPL or better		
Loudspeaker maximum		
output: 80 dB SPL		
Headphone maximum output:		
3 dBV		
J 41D 1		

	Operating temperature: 5 °C to +45 °C or better	
Rechargeable Battery	removable, rechargeable lithium-ion battery pack	
	shall be fully recharged on at least three (3) hours from empty	
	shall have a microprocessor for controlling the charging current and to prevent current overload	
	shall have charge capacity LED and a push-to-test button to test the remaining battery capacity and time	
	Capacity: at least 12800 mAh, high-capacity lithium-ion type, 24 hours (without touch screen) and 20 hours (with touch screen) at full charge or better	
	Operating temperature: 0 °C to +45 °C or better	
		Rechargeable Battery  Rechargeable Battery  Ithium-ion battery pack  shall be fully recharged on at least three (3) hours from empty  shall have a microprocessor for controlling the charging current and to prevent current overload  shall have charge capacity LED and a push-to-test button to test the remaining battery capacity and time  Capacity: at least 12800 mAh, high-capacity lithium-ion type, 24 hours (without touch screen) and 20 hours (with touch screen) at full charge or better  Operating temperature: 0 °C to

2.15.	Battery Charger	Indicator : Red indicator flashing-charging, green indicator-full charged  Supply Voltage: 100-240 VAC +/- 10% 50/60 Hz		
		Charging Quantity: at least 5 battery packs per unit of battery charger		
3	Other Features and Requirements	3.13. Electrical outlets must be 3-prong with the provision of a grounding system		
		3.14. Use appropriate conduit for cable installation and insulation, Cables are properly secured,		
		3.15. Exposed conduits shall be concealed or camouflaged with the current color where it is being installed or attached		
		3.16. Use clamps, screws, reusable Velcro Cable		

Tie and other tools needed and conduits		
3.17. Cables shall be well groomed before acceptance		
3.18. CAT 6/CAT 6A Shielded RJ45 Modular Plugs as needed for Ethernet connection		
3.19. Provision of Ethernet connection of Central Control Device/WAP to the Audio Control Room		
3.20. Provision of audio input cable and Display cable from the Audio Control Room to JSIOC		
3.21. Appropriate audio and network cables for the sound system equipment		
3.22. Provision of centralized electrical power system for the sound system equipment from the Audio Control Room		
3.23. Appropriate cable length for the two (2) movable		

		subwoofer speaker system  3.24. Speaker systems should match the required maximum rated power transfer of the power amplifier or better		
4.	Warranty	Three (3) years on product, parts, and rough-ins, and Labor and Services		
5.	Other Requirements	4.15. Bidder shall conduct preventive maintenance service in at least once in a semi-annually.		
		4.16. Bidder shall install, configure, programing of devices, and testing of the solution.		
		4.17. Bidder shall provide a system engineering design for system solution and as built plan		

	ı		
4.18	3. Bidder shall conduct a user's and administration training		
4.19	O. Shall display Decal (Customized Design from 3rd Party) Markings of ≤ 2" diameter BJMP Logo and wordings "GOVERNMENT PROPERTY"		
4.20	D. Bidder must provide Manufacturer's Certificate or Manufacturer's Authorization as authorized dealer / reseller to submit a bid		
4.21	certificate of undertaking to deliver Branded/Brand New units and all major and external components are of the same brand		
4.22	2. Bidder must submit itemized cost of the requirements for		

purpose asset valuation recording  4.23. Manufacturer shall provide a central toll-free hotline number and email address for their technical support
4.24. Bidders shall offer current brand/models and not in "end of Life" as reflected in the current product line found in the manufacturer's official website / brochure.
4.25. Bidders shall offer brand/models that have product parts available and serviceable for at least five (5) years after delivery and acceptance.
4.26. Manufacturer shall have on-site support service, and not carry- in to service centers, will be provided by Manufacturer for not more than three (3)

days after final remote diagnosis for delivered items within Metro Manila
4.27. The Bureau of Jail Management and Penology has the right to test, evaluate and accept the proposal before acceptance.
4.28. Prospected bidder must be a Certified Distributor or Authorized Partner and have authority to sell, deploy, manage and provide support services issued by the product owner/manufacturer.

