PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

EARLY PROCUREMENT ACTIVITY (EPA) FOR PROCUREMENT OF VARIOUS AUDIO-VISUAL EQUIPMENT & ACCESSORIES (IB No. 2024-11-44)



EASTERN VISAYAS STATE UNIVERSITY

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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



Re EA Tac

Republic of the Philippines EASTERN VISAYAS STATE UNIVERSITY Tacloban City

Project Identification Number: **IB-2024-11-44**

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

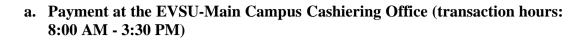
Early Procurement Activity (EPA) for PROCUREMENT OF VARIOUS AUDIO-VISUAL EQUIPMENT & ACCESSORIES

- 1. The EASTERN VISAYAS STATE UNIVERSITY, through the INTERNALLY GENERATED FUND (IGF) FY 2025 intends to apply the sum of One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Eight Pesos (Php1,999,998.00) being the ABC to payments under the contract for IB-2024-11-44 EPA for Procurement of Various Audio-Visual Equipment & Accessories. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The EASTERN VISAYAS STATE UNIVERSITY now invites bids for the above Procurement Project. Delivery of the Goods is required by <u>EVSU, Tacloban City</u> within 60 calendar days from the receipt of Notice to Proceed. Bidders should have completed, within 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from *EASTERN VISAYAS STATE UNIVERSITY* and inspect the Bidding Documents at the address given below *during office hours from 9:00 A.M. to 5:00 P.M.*
- 5. A complete set of Bidding Documents may be acquired by interested Bidders <u>November 30, 2024 – December 26, 2024 (except on Saturdays, Sundays & Holidays)</u> from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>Five Thousand Pesos (Php5,000.00)</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail at <u>evsu.bacsecretariat@evsu.edu.ph</u>.

Prospective bidders who intend to purchase the bidding documents may opt for the following mode of payment:



- i. Step 1: Proceed to the Office of the BAC Secretariat for the issuance of payment slip.
- ii. Step 2: Present payment slip to the Cashiering Office for payment of the bid docs fee.
- iii. Step 3: Present proof of payment/official receipt to the Office of the BAC Secretariat.
- iv. Step 4: BAC Secretariat release copy of the PBD, its Bid Bulletin/s, and other attachments.

b. Payment thru bank:

- Account name: EVSU Tacloban Campus
- Bank: Development Bank of The Philippines (DBP)
- Account number: **000-00090-775-3**

Note: Bidder must send its proof of payment for the fees to evsu.bacsecretariat@evsu.edu.ph

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (wwwphilgeps.gov.ph) and the Eastern Visayas State University website (https://www.evsu.edu.ph) provided that Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

- 6. The <u>Eastern Visayas State University</u> will hold a Pre-Bid Conference through a hybrid platform on <u>December 10, 2024, 2:00 P.M.</u> at the Office of Vice President for Administration and Finance Conference Room, Tacloban City, Leyte & through video conferencing via Google Meet which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat thru:
 - a. The bidder has the option to submit bid electronically or manually on or before *December 26, 2024, 1:30 P.M.* If a bidder chooses to submit an electronic bid, the same bidder shall submit a bid manually for the same project on or before *December 27, 2024, 2:00 P.M.*, for evaluation purposes during post-Qualification. Further instructions on the submission and receipt of electronic bids are provided in BDS (ITB Clause 15); and,
 - b. If a bidder chooses to submit manually, the manual bid shall be sufficient for evaluation purposes during the Opening of Bids, and electronic submission shall no longer be required. The same shall be submitted at the address indicated below on or before *December 26, 2024, 1:30 P.M (BAC Secretariat time)*.

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 through a hybrid platform at the *Office of Vice President for Administration and Finance Conference room, Tacloban City & through video conferencing via Google Meet* on <u>December 26, 2024, 2:00 P.M.</u> Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *EASTERN VISAYAS STATE UNIVERSITY* 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:

THE SECRETARIAT

Bids and Awards Committee Eastern Visayas State University Salazar Street, Quarry District, Tacloban City, Leyte 6500, Philippines Telephone No. 0953-355-7046 Tm Email: evsu.bacsecretariat@evsu.edu.ph

(SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.

Vice President for Administration & Finance Chairperson, Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Eastern Visayas State University wishes to receive Bids for the **PROCUREMENT OF VARIOUS AUDIO-VISUAL EQUIPMENT & ACCESSORIES** with identification number **IB-2024-11-44**.

The Procurement Project (referred to herein as "Project") is composed of 32 items, 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 2023 in the amount of *One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Eight Pesos (Php1,999,998.00)*.
- 2.2. The source of funding is: INTERNALLY GENERATED FUND (IGF) FY 2025

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 exceeding those allowed under the rules may participate pursuant to:



- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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 **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 at the Office of Vice President for Administration and Finance

Conference Room, Tacloban City, Leyte & through video conferencing via Google Meet 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 or at the date stated in the **BDS**.

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 two (2) 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, exwarehouse, 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 Declaration¹ 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 from the date of opening of 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

- 15.1 Each Bidder shall submit the original and the number of copies of the first and second components of its Bid as indicated in the BDS.
- 15.2 The Procuring Entity may request *four (4) sets (1 original and 3 authenticated photocopies) hard copies* of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
- 15.3 If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time 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 one (1) Project having several items, which shall be awarded as separate contracts per item. In case more than one (1) item is awarded to the same bidder, one (1) contract may be entered into containing all the items awarded.
- 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

20.1. 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**.

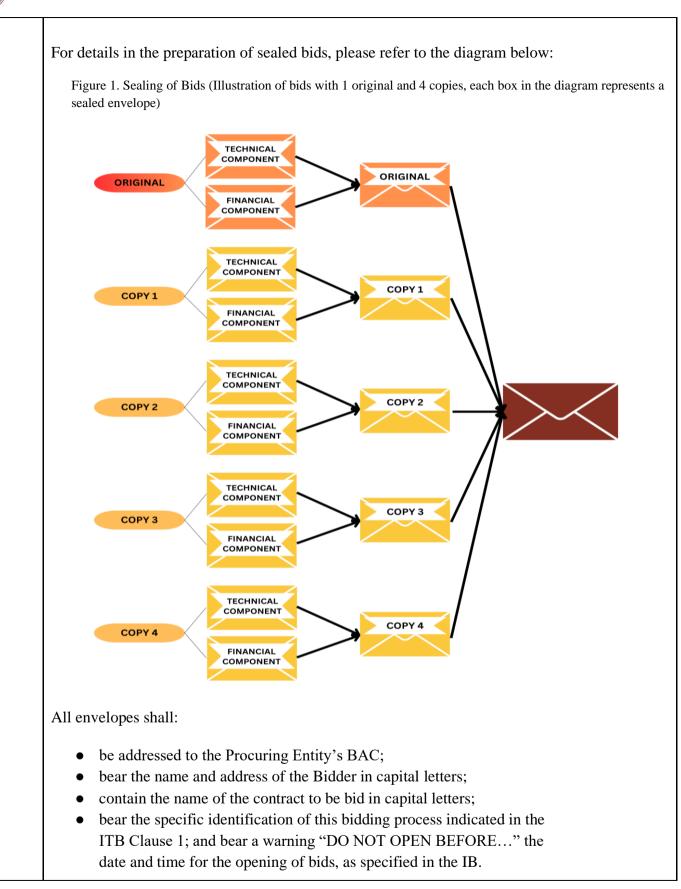
Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause			
5.1	Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated. The bidder must possess the following capabilities:		
5.3	For this purpose, contracts similar to the Project shall be:		
	a. Procurement of Various Audio-Visual Equipment & Accessories		
	b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.		
7.1	Subcontracting is NOT ALLOWED.		
9	Prospective bidders may submit their written request for clarification on and/or interpretation of any part of the Bidding Documents, either to EVSU BAC Secretariat Office or through electronic mail at <u>evsu.bacsecretariat@evsu.edu.ph</u> <i>not later than December 13, 2024, 5:00PM</i> . Clarifications made and submitted beyond the abovementioned date shall not be accepted and/or entertained further.		
12.1	No further instruction.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following form and amounts:		
	FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)	
	Bid Securing Declaration; OR	NOTARIZED	
	 Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR 	39,999.96	
	• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	99,999.90	
15.2	Each Bidder shall submit one (1) original and four (4) readal and second components of its bid. Documents to be submitted according to the title of the document attached for pron Certificate of Registration (Platinum) – PhilGEPS	shall be properly tabled and labeled	

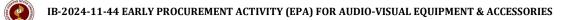




	TO:THE BIDS AND AWARDS COMMITTEE EASTERN VISAYAS STATE UNIVERSITYFROM:(Name of Bidder in Capital Letters)ADDRESS:(Name of Bidder in Capital Letters)BID REF. NO.:(Address of Bidder in Capital Letters)(In Capital Letters, Indicate the Pharse): "DO NOT OPEN BEFORE:"			
15.3	Guidelines for Electronic Submission of Bids:			
	 a) The Bidder must submit a soft copy of their bids through e-mail to <u>evsu.bacsecretariat@evsu.edu.ph</u> at any time before December 26, 2024, 1:30 P.M. b) In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled "TECHNICAL COMPONENT". The second folder contains the requirements of the Financial Component checklist and is marked "FINANCIAL COMPONENT". 			
	c) The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF).			
	 d) Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected. 			
	e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology.			
	 f) An electronic copy that cannot be opened or is corrupted shall be considered non- responsive and, thus, automatically disqualified. 			
	g) For further information, please refer to:			
	VINCENT B. CABANTOC Head, BAC Secretariat CP No. 0953-355-7046 - TM Email Add: evsu.bacsecretariat@evsu.edu.ph			
19.2	Partial bid is allowed. All Goods are grouped in items listed below.			
	ITEM NO.PARTICULARSQTYUNITTOTAL AMOUNT			
	1 Mixing Console; A&H QU16 1 Unit 200,500.00			
	2 Uniterruptible Power Supply for Digital Mixer; 2 Unit 39,000.00			
	3Analog Mixing Console MG16X1Unit41,200.00			

IB-2024-11-44 EARLY PROCUREMENT ACTIVITY (EPA) FOR AUDIO-VISUAL EQUIPMENT & ACCESSORIES

	4	Active DSP Controlled Full Range Loudspeaker; AUDIOCENTER MA15A	4	Unit	156,000.00
	5	Active DSP Controlled Full Range Loudspeaker AUDIOCENTER MA12A	4	Unit	136,000.00
	6	Active Subwoofer B3 B118A	2	Unit	103,000.00
	7	Digital Speaker Processor; PHENOLAB DRIVERACK PA2	1	Unit	48,000.00
	8	Dual Channel UHF Wireless Mic PHENO LAB XM1622	2	Unit	31,000.00
	9	Wireless Mic Signal Distributor w/ Antenna PHENO LAB X-M840	1	Unit	14,000.00
	10	Snake Cable Assy 20 Lines + 4 Returns with Stage Box 30 Meters	2	Unit	44,000.00
	11	Stereo Shielded Cable (300m/roll)	2	Roll	39,600.00
	12	Royal Cord # 14/2C (75m/roll)	1	Roll	8,000.00
	13	Speaker Tripod Stand	8	Unit	12,000.00
	14	Mic Boom Stand	4	Unit	10,000.00
	15	Automatic Voltage Regulator 10KVA, Servo Motor Type with Time Delay	1	Unit	25,000.00
	16	DMX Lights Controller	1	Unit	30,000.00
	17	LED Atomic Strobe	12	Unit	96,000.00
	18	Flight Case for LED Atomic Strobe 4in1	3	Unit	22,500.00
	19	LED PAR; - 60 pcs 3W RGB 3in1 LED	16	Unit	64,000.00
	20	LED PAR- 60 pcs 3W White+Amber LED	8	Unit	33,600.00
	21	Flight Case for Slim LED PAR 8in1	3	Unit	27,000.00
	22	Beam Moving Head; - 295W Light Bulb	5	Pair	280,000.00
	23	Aluminum Alloy Trusses	10	Units	280,000.00
	24	Truss Lifter	4	Units	156,000.00
	25	DMX Signal Booster 6 Channels	2	Unit	16,000.00
	26	DMX Signal Cable (300m/roll)	2	Roll	46,000.00
	27	XLR Male Connectors	45	Pcs	5,400.00
	28	XLR Female Connectors	45	Pcs	5,400.00
	29	Royal Cord # 14/2C (75m/roll)	2	Roll	16,000.00
	30	Heavy Duty Surface type Outlet 3 Gang	34	Pcs	12,920.00
	31	Electrical Tape Big	2	Pcs	110.00
	32	Swing Type Plastic AC Plug	34	Pcs	1,768.00
19.5	The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, is calculated as follows: NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.				
20.1	No further	instruction.			
21.1	No further	instruction.			



Section IV. General 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. In addition to tests in the **SCC**, **Section IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.



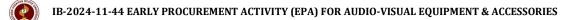
5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause				
1	Delivery and Documents –			
	Visaya pass fro	delivery terms applicable to this Contract are delivered to Eastern s State University- Main Campus, Tacloban City . Risk and title will om the Supplier to the Procuring Entity upon receipt and final acceptance Goods at their final destination."		
	terms	elivery of the Goods shall be made by the Supplier in accordance with the rms specified in Section VI (Schedule of Requirements). The details of ipping and/or other documents to be furnished by the Supplier are as follows:		
	For Go	oods supplied from within the Philippin	es:	
	-	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:		
	(i)	Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;		
	(ii)	Driginal and four copies delivery receipt/note, railway receipt, or truck eceipt;		
	(iii)	Original Supplier's factory inspection report;		
	(iv)	Driginal and four copies of the Manufacturer's and/or Supplier's warranty certificate;		
	(v)	Original and four copies of the certificate of origin (for imported Goods);		
	(vi)	Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;		
	(vii)	Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and		
	(viii)	Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.		
	For put	or purposes of this Clause the Procuring Entity's Representative of the Project		
		END USER	PR. No.	
		MR. PORFERIO WILFREDO BRIVA Head, Audio Visual Lights Technical Services	P.R. No. 11-0637-24 ASD	

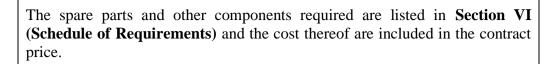
Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - a. 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
- 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.
- a. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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



The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of thirty (30) calendar days.

Spare parts or components shall be supplied as promptly as possible.

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 –

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	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, 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 registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	No further instruction.
3	In accordance with Section 39 of the 2016 Revised IRR of RA 9184, and to guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)	
a)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.		
b)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)	
c)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)	
req and En the LC Ho	Failure of the successful Bidder to comply with the above-requirement shall constitute sufficient ground for the annulment of and forfeiture of the bid security, as applicable, in which event the Entity shall have a fresh period to initiate and complete the post quali the second Lowest Calculated Bid. The procedure shall be repeated LCRB is identified and selected for recommendation of contra However, if no Bidder passed post-qualification, the BAC shall d bidding a failure and conduct a re-bidding with re-advertisement, if r		
Un	e inspection and test shall be conducted in the iversity- Main Campus, Tacloban City. The inspec- nducted is: Checking based on the required specifi	ctions and tests that will be	
Th	e period for correction of defects in the warranty	period is fifteen (15) days	

Section VI. Schedule of Requirements

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.

EARLY PROCUREMENT ACTIVITY (EPA) FOR PROCUREMENT OF VARIOUS AUDIO-VISUAL EQUIPMENT & ACCESSORIES				
Item No.	Description	UNIT	QTY	Delivered, Weeks/Months
	P.R. No. 11-0637-24 ASD			weeks/Months
1	Mixing Console; A&H QU16	Unit	1	
2	Uninterruptible Power Supply for Digital Mixer; RPT1500AP	Unit	2	
3	Analog Mixing Console YAMAHA MG16X	Unit	1	
4	Active DSP Controlled Full Range Loudspeaker ; AUDIOCENTER MA15A	Unit	4	
5	Active DSP Controlled Full Range Loudspeaker AUDIOCENTER MA12A	Unit	4	
6	Active Subwoofer B3 B118A	Unit	2	
7	Digital Speaker Processor; PHENOLAB DRIVERACK PA2	Unit	1	
8	Dual Channel UHF Wireless Mic PHENO LAB XM1622	Unit	2	
9	Wireless Mic Signal Distributor w/ Antenna PHENO LAB X-M840	Unit	1	
10	Snake Cable Assy 20 Lines + 4 Returns with Stage Box 30 Meters	Unit	2	
11	Stereo Shielded Cable (300m/roll)	Roll	2	
12	Royal Cord # 14/2C (75m/roll)	Roll	1	
13	Speaker Tripod Stand	Unit	8	MUST BE WITHIN
14	Mic Boom Stand	Unit	4	SIXTY (60) CALENDAR
15	Automatic Voltage Regulator 10KVA, Servo Motor Type with Time Delay	Unit	1	DAYS UPON RECEIPT OF THE NOTICE TO
16	DMX Lights Controller	Unit	1	PROCEED (NTP)
17	LED Atomic Strobe	Unit	12	
18	Flight Case for LED Atomic Strobe 4in1	Unit	3	
19	LED PAR; - 60 pcs 3W RGB 3in1 LED	Unit	16	
20	LED PAR- 60 pcs 3W White+Amber LED	Unit	8	
21	Flight Case for Slim LED PAR 8in1	Unit	3	
22	Beam Moving Head;- 295W Light Bulb	Pair	5	
23	Aluminum Alloy Trusses	Units	10	
24	Truss Lifter	Units	4	
25	DMX Signal Booster 6 Channels	Unit	2	
26	DMX Signal Cable (300m/roll)	Roll	2	
27	XLR Male Connectors	Pcs	45	
28	XLR Female Connectors	Pcs	45	
29	Royal Cord # 14/2C (75m/roll)	Roll	2	
30	Heavy Duty Surface type Outlet 3 Gang		34	
31	Electrical Tape Big	Pcs	2	
32	Swing Type Plastic AC Plug 10 amperes	Pcs	34	

Section VII. Technical Specifications

Technical Specifications

FOR	EARLY PROCUREMENT ACTIVITY (EPA) FOR PROCUREMENT OF VARIOUS AUDIO-VISUAL EQUIPMENT & ACCESSORIES				
Item No.	Description	STATEMENT OF COMPLIANCE COMPLY/ NOT COMPLY			
	P.R. No. 11-0637-24 ASD				
1	Mixing Console; A&H QU16 16 Mono / Mic Line Inputs (XLR + TRS);- 3 Stereo Inputs (TRS);- 12 Mix Outputs (XLR);- Up to 7 Monitor mixes (4 mono + 3 stereo);- 2 Stereo Matrix Outs;- 4 FX Engines;- 2 dedicated FX sends / returns;- 4 mute groups;- 4 DCA Groups;- 10 Soft Keys;- 24 x 22 USB Audio Interface;- 17 Motor Faders;- 7" Touchscreen 800 x 480;- 4 Soft Keys;- USB Audio Streaming;- DAW MIDI Control;- AES Digital Out;- Recallable Preamps;- Trim, Polarity, HPF, gate, insert, 4 band PEQ, compressor, delay on all inputs, ;- 4 band PEQ, 1/3 Octave GEQ, compressor, delay on all outputs;- Built-in Signal Generator;- RTA w/ Peak Band Indicator;				
2	Uninterruptible Power Supply for Digital Mixer; RPT1500AP Tower Type; - Line Interactive; - 1500VA; - 900W; - Nominal Input Voltage 220 / 230 / 240VAC; - Voltage Range 165- 300VAC; - Output Voltage 220 / 230 / 240VAC; - Transfer Time 2-4ms;- Simulated Sine Wave Form;- Battery 12V 7.2Ah x 2;- Overload, Surge, Short Circuit Full Protection;- LED or LCD Indicator;- Built-in AVR aimed for fluctuating voltage;				
3	Analog Mixing Console YAMAHA MG16X Max. 10 Mic / 16 Line Inputs (8 mono + 4 stereo);- 4 GROUP Buses + 1 Stereo Bus;- 4 AUX (incl. FX);- "D-PRE" mic preamps with an inverted Darlington Circuit;- 1-Knob compressors;- High-grade effects: SPX with 24 programs;- 24- bit/192kHz 2in/2out USB Audio functions;- PAD switch on mono inputs;- +48V phantom power;- XLR balanced outputs;- Internal universal power supply for world-wide use;- Rack Mount Kit Included;- Metal chassis;				
4	Active DSP Controlled Full Range Loudspeaker ; AUDIOCENTER MA15A Frequency Response 45Hz – 20Khz; - Max Calculated SPL/1M 125/131db;- LF Driver : Customized 15", 3"VC;- HF Driver : Customized Ferrite Driver 1" exit 1.4" VC;- Horizontal Coverage Angle : 80°;- Vertical Coverage Angle : 50°;- Amplifier Class D; Power Peak : 1600W;- Protection : DC Protection, short circuit protection, overheat protection, input overload protection, output overload protection, soft startup protection, overvoltage protection, undervoltage protection;- Cooling System : Air convection;- Processor : 96Khz signal sampling frequency, 24bit Precision;- Crossover : Controlled by DSP;- Signal Input : 2 x female XLR, 1x Wireless Bluetooth, 1 x mini jack 3.5;- Signal Output : 1 x male XLR;- Power Input : IEC Power Connector;- Working Voltage : 100-240V ;- Pole				

(@)

	Mount : 35Ømm;- Monitor Function: Symmetrical 45° monitor angle;- Cabinet Material : Polypropylene Composite Material;	
5	Active DSP Controlled Full Range Loudspeaker AUDIOCENTER MA12A Frequency Response 50Hz – 20Khz;- Max Calculated SPL/1M 125/131db;- LF Driver : Customized 12", 2.5"VC;- HF Driver : Customized Ferrite Driver 1" exit, 1.4" VC;- Horizontal Coverage Angle : 80°;- Vertical Coverage Angle : 50°;- Amplifier Class D;- Power Peak : 1600W;- Protection : DC Protection, short circuit protection, overheat protection, input overload protection, output overload protection, soft startup protection, overvoltage protection;- Processor : 96Khz signal sampling frequency, 24bit Precision;- Crossover : Controlled by DSP;- Signal Input : 2 x female XLR, 1x Wireless Bluetooth, 1 x mini jack 3.5;- Signal Output : 1 x male XLR;- Power Input : IEC Power Connector;- Working Voltage : 100-240V ;- Pole Mount : 35Ømm;- Monitor Function: Symmetrical 45° monitor angle;- Cabinet Material : Polypropylene Composite Material;	
6	Active Subwoofer B3 B118A one big 18" woofer, built-in amplifier;- 500W long time power handling;- 100mm voice coil provides the powerful Energy;- Six bands LF structure under computer simulating design;- Composite chamber for amplifier module, effective heat sink configuration;- Adjustable crossover point wit reversed phase Switch;- Perfect built-in protection circuit, high Reliability;- Frequency response 35hz to 250hz;- Max SPL 133db;- Rated Power 500W;	
7	Digital Speaker Processor; PHENOLAB DRIVERACK PA2 XLR Line Input – 2, Mic RTA Input – 1;- XLR Line Output – 6;- Input Delay Length 100ms;- Alignment Delay 10ms per channels (60ms total);INPUT PROCESSING;- Compression;- Advanced Feedback Suppression;- Graphic EQ;- 8-Band Parametric EQ (adjusted when using the AutoEQ);- Subharmonic Synthesis; OUTPUT PROCESSING;- Crossover (supports full range, 2-way, and 3-way systems);- 8-Band Parametric EQs (used for speaker tunings);- dbx Limiting;- Driver Alignment Delays;	
8	Dual Channel UHF Wireless Mic PHENO LAB XM1622 640-690Mhz; - IR Frequency Pairing; - True Diversity Reception; - Phase Locked Frequency Synthesizer; - LCD Fluorescent Display; - AKG Design Handheld Transmitter Mic; - Output Sockets: XLR balanced and 6.3mm unbalanced sockets; - Rack Mountable 1U Chassis;	
9	Wireless Mic Signal Distributor w/ Antenna PHENO LAB X-M840 8 Channels; - Log Periodic Dipole Array Antenna – 2 pcs; - Operating Frequency 500 – 950 MHz; - Operating Voltage DC 12V External Power Supply;- Gain 6db typical 10db	

	maximum;- Directivity: Elliptical 180° typical;- Directional Polarity Vertical: 32 selectable Segments;
10	Snake Cable Assy 20 Lines + 4 Returns with Stage Box 30 Meters
11	Stereo Shielded Cable (300m/roll)
12	Royal Cord # 14/2C (75m/roll)
13	Speaker Tripod Stand
14	Mic Boom Stand
15	Automatic Voltage Regulator 10KVA, Servo Motor Type with Time Delay
16	DMX Lights Controller Mini Pearl DMX512 channels: 1024;- Mating number of fixtures: 96;- Built-in graphics trajectory generator, there are 135 built-in graphics, user-friendly graphical fixtures trajectory control, such as a circle, spiral, rainbow, chase and other effects. Graphics parameters (such as: amplitude, speed, interval, waves, direction) can be set independently 60 repeat scenes, scenes for storing multi-step and single-step scene. Multi-step scenario can store up to 600 steps;- Backlit LCD display, display in English;- Off data retention.;- U-disk backup and upgrade.;- Lamps channel sliding mode switch: Support;- Each scanner maximum available control ; channels: Channel 40 main channel +40 trim- Fixture Library: R20 pearl light library support; - The number of scenes that can be saved: 60;- The number of scenes that can run simultaneously: 10; - The total number of steps in a multi-step scenario: 600;- Scene time control: fade in, fade out, LTP sliding;- Graphics can be stored for each scene: 5;- Fader scenes and dimming- Interlock Scene;- Point Control scenarios: support;- Graphics Generator: can generate Dimmer, P / T, RGB, CMY, Color, Gobo, Iris, Focus Graphics;- Graphics can be run at the same time the number: 10;- Master Fader: Global, repeat, lighting Now Black;- Dial to adjust the channel values;- Fader adjust the channel values;- Fader Dimmer;- U disk read: Support FAT32 format;- Power: AC 100- 240V / 50-60Hz.;- DMX512 channels: 1024;- Mating number of fixtures: 96
17	LED Atomic Strobe 960 pcs SMD 5050 Tri Color LED Beads;- DMX512, Auto, Sound, Voice Control;- 32 bit 0 – 100% Linear Dimming;- 112 Running Horses Characteristics;
18	Flight Case for LED Atomic Strobe 4in1
19	LED PAR; - 60 pcs 3W RGB 3in1 LED 7 DMX Channels;- Auto, Sound, Master-Slave, DMX512;- Strobe 1 – 20 times / second;- Lens Angle 15°/25°;- Slim Type Aluminum Shell;- Input Voltage: AC90V-240V;



20	LED PAR- 60 pcs 3W White+Amber LED 7 DMX Channels;- Auto, Sound, Master-Slave, DMX512;- Strobe 1 – 20 times / second;- Lens Angle 15°/25°;- Slim Type Aluminum Shell;- Input Voltage: AC90V-240V;	
21	Flight Case for Slim LED PAR 8in1	
22	Beam Moving Head;- 295W Light Bulb Color Temperature 6500K;- PC6 Coating Lens;- 16 DMX Channels;- 14 Color Band with 7 Color Effects;- 3 Prisms (8+16+24 8+16 Linear 6);- 13 Patterns;- Auto, Sound, DMX512;- Voltage 110-240V- with built-in Hanging Clamp- with Flight Case 2in1	
23	Aluminum Alloy Trusses 35cm x 45cm x 3M;- Main Tube 50mm x 3;- Vice Tube 50mm x 2;- 2 sides Brace Tube 25mm x 2;- Ribbed Surface;	
24	Truss Lifter Lifting Height 2.5M-7M with Crank, Capacity 340Kg	
25	DMX Signal Booster 6 Channels	
26	DMX Signal Cable (300m/roll)	
27	XLR Male Connectors	
28	XLR Female Connectors	
29	Royal Cord # 14/2C (75m/roll)	
30	Heavy Duty Surface type Outlet 3 Gang 15 Amperes, 3,750 Watts capacity;- Heat resistant outer cover;- PVC material casing to protect against electric shock and jobsite abuse;- Safety shutter inside;- Terminal-type wiring area;	
31	Electrical Tape Big	
32	Swing Type Plastic AC Plug 10 amperes	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; and

Technical Documents

- (b) 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; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (d) 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; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 - (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

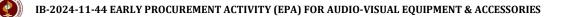
(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

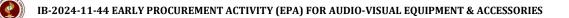
- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) [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.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



Section IX. Bidding Forms



ANNEX A

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	
GOVERNM	ENT							
PRIVATE	PRIVATE							

Note:

State all ongoing 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.

- 1) Notice of Award or Contract
- 2) Notice to Proceed issued by the owner (in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents).

Submitted by	•
	(Printed Name and Signature)
Designation	·
Date	:



ANNEX B

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

 Business Name
 :

 Business Address
 :

Name of Contract	Date of Contract	d. Owner's Name e. Address f. Telephone Nos.	Contract Duration	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

- 1) Notice of Award or Contract
- 2) Notice to Proceed issued by the owner (in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents).
- 3) Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by	·	
	(Printed Name and Signature)	
Designation	:	
Date	:	

ANNEX C

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: [Insert 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 procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

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

ANNEX D

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];

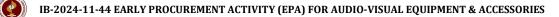
2. [Select one, delete the other:]

[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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

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



ANNEX E

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(*Name of Company*), a corporation duly organized and registered under Philippine law, with principal office address at (*address*), and represented herein by (*Position*), (*Name*)

-and-

(*Name of Company*), a corporation duly organized and registered under Philippine law, with principal office address at (*address*), and represented herein by (*Position*), (*Name*)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that <u>(Name of Company)</u> shall act as the lead organization and <u>(Name of Company)</u> as partner organization; and <u>(Name of Company)</u>, as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that <u>(Name)</u>, (<u>Position</u>), of <u>(Name of Company</u>), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.

In witness thereof, we have hereunto affixed our signatures this ______ day of ______ 2024 at ______.



(Name of Company) by: (Name of Company) by:

(Name) (Position)

(Name) (Position)

WITNESSES:

(Signature of Witness) (Name of Witness) (Signature of Witness) (Name of Witness)

Address:

Address

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of ______ this day of ______ 2021, personally appeared:

NAME	ID PRESENTED/ EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Doc. No	
Page No	
Book No	
Series of	

ANNEX F

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____ Project Identification No.:

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer 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")		



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.

ame:	
egal capacity:	
ignature:	
uly authorized to sign the Bid for and behalf of:	
ate:	



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___

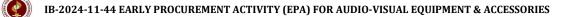
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____



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 _____ Project ID No. ____ 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 DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

