



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

Facsimile: (02) 8541-4105

Email address:

BIDDING DOCUMENTS

**22nd PB CY 2024 – SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF ONE (1) LOT
AUDIO VIDEO EQUIPMENT FOR EXECUTIVE OFFICE
FOR CY2024**

(Purchase Request No. 01-0101-2024-07-0343)

6th Edition

July 2020

Section I. Invitation to Bid



SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) LOT AUDIO VIDEO EQUIPMENT FOR EXECUTIVE OFFICE FOR CY2024

1. The **Department of Energy (DOE)** is undertaking **Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot Audio Video Equipment for Executive Office for CY 2024** and intends to apply the sum of **Php9,650,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 01-0101-2024-07-0343**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for **Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot Audio Video Equipment for Executive Office for CY 2024**. Delivery of the Goods and Services is **Ninety (90) Days** upon receipt of Notice to Proceed. Bidders should have completed, within **two (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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.

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.

4. **The DOE is implementing an Alternative Work Arrangement setting the office working days of DOE is from Mondays to Thursdays** and interested bidders may obtain further information from *Department of Energy – Procurement Management Division* and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays 8:00am to 4:00pm.

Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

The DOE is implementing its digital Order of Payment System. Bidders are advised to:

1. Call the Procurement Management Division at 84792900 local 383 or send email to jlabad@doe.gov.ph, marcuevas@doe.gov.ph a day before their payment, with the following information:

- a. Company Name
 - b. Title of Item to Bid
 - c. Contact Person
 - d. Contact Number
 - e. At least two (2) official email addresses
2. The supplier should respond “Yes” to the email that will be sent by DOE regarding the payment.
 3. The Supplier will receive from DOE Accounting an approved Order of Payment.
 4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
 5. In case of Bank Payment the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

The DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines), **the amount to be paid thru Bank payment should be exclusive of bank and other charges:**

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name:	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address :	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

5. For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

Bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **26 September 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184 in the amount of **Php10,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **03 October 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 17 October 2024** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or **08:00 AM of 17 October 2024**. Online submission is not yet available. Late bids shall not be accepted.

Annex Lobby
Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

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 **17 October 2024** at **09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The **Department of Energy** 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.

12. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105

Website: www.doe.gov.ph

(sgd)

Usec. Giovanni Carlo J. Bacordo

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the **Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot Audio Video Equipment for Executive Office for CY 2024** under **Purchase Request No. 01-0101-2024-07-0343**.

2. Funding Information

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php9,650,000.00**

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 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 and either at its physical address and/or through videoconferencing 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 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 is inclusive of all Value added tax and all other applicable taxes and charges and shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted

by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: Philippine Pesos

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid **until 07 February 2025**. 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 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 14** 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 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Similar contract related to Supply, Delivery, Installation, Testing and Commissioning of Audio Video Equipment b. Completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy 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: <ul style="list-style-type: none"> a. Not less than Php193,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php482,500.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
20.2	No further Instructions

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dir. Paolo G. Fondevilla – ITMS</p>
	<p>Delivery and Documents</p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Packaging</p> <p>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</p>

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.

Transportation

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

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

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

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

Intellectual Property Rights –

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

2.2	<p>The terms of payment shall be as follows:</p> <p>TERMS OF PAYMENT</p> <p>The 100% payment shall be processed within 30 days upon completion of the installation, testing, and signing of the Certificate of Acceptance subject to 5% retention money.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

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.

Lot No.	Item	Delivery
1	Procurement of Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot Audio Video Equipment for Executive Office for CY 2024	Ninety (90) Days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

<p>TERMS OF REFERENCE</p> <p>PROCUREMENT FOR THE SUPPLY AND DELIVERY OF 1-LOT ICT EQUIPMENT</p> <p>I. APPROVED BUDGET FOR THE CONTRACT (ABC): PHP 9,650,000.00</p> <p>II. DELIVERABLES</p> <p style="padding-left: 40px;">A. Supply, Delivery, Installation, Testing, and Commissioning of Audio-Video Conference System</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">ICT EQUIPMENT</th> <th style="text-align: center;">QTY.</th> <th style="text-align: center;">UNIT</th> <th style="text-align: center;">UNIT COST</th> <th style="text-align: center;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Audio-Video Conference System</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td style="text-align: right;">9,650,000.00</td> <td style="text-align: right;">9,650,000.00</td> </tr> </tbody> </table> <p>III. TECHNICAL SPECIFICATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">QTY</th> <th style="text-align: center;">UNIT</th> </tr> </thead> <tbody> <tr> <td>I. AUDIO-VIDEO CONFERENCE SYSTEM</td> <td></td> <td></td> </tr> <tr> <td>A. VISUAL SYSTEM</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> <p>1. LED WALL DISPLAY 2m x 3 m Indoor P1.9 LED Wall Display (Wall Mount) Size: 2 meters x 3 meters Indoor LED wall, Pitch1.9 Pixel Configuration: SMD1515 Pixel Matrix per panel: 256x256/ 512 Cabinet Dimensions (WxHxD) (mm): 500/750/1000x250x57 Module Dimensions (WxH)/ (mm): 250x250 Module weight (kg/panel): Approx. 0.61 Driving Type: 1/64 Signal Transmission Distance (m): CAT5 cable:<100m; Single mode fiber:<10km Brightness (nits):600 Optimal Horizontal Viewing Angle (°): 170 Optimal Vertical Viewing Angle (°): Ip75/Down75</p> </td> <td style="text-align: center; vertical-align: top;">1</td> <td style="text-align: center; vertical-align: top;">Lot</td> </tr> </tbody> </table>	ICT EQUIPMENT	QTY.	UNIT	UNIT COST	TOTAL COST	Audio-Video Conference System	1	Lot	9,650,000.00	9,650,000.00	DESCRIPTION	QTY	UNIT	I. AUDIO-VIDEO CONFERENCE SYSTEM			A. VISUAL SYSTEM			<p>1. LED WALL DISPLAY 2m x 3 m Indoor P1.9 LED Wall Display (Wall Mount) Size: 2 meters x 3 meters Indoor LED wall, Pitch1.9 Pixel Configuration: SMD1515 Pixel Matrix per panel: 256x256/ 512 Cabinet Dimensions (WxHxD) (mm): 500/750/1000x250x57 Module Dimensions (WxH)/ (mm): 250x250 Module weight (kg/panel): Approx. 0.61 Driving Type: 1/64 Signal Transmission Distance (m): CAT5 cable:<100m; Single mode fiber:<10km Brightness (nits):600 Optimal Horizontal Viewing Angle (°): 170 Optimal Vertical Viewing Angle (°): Ip75/Down75</p>	1	Lot	<p>Bidder's Compliance</p>
ICT EQUIPMENT	QTY.	UNIT	UNIT COST	TOTAL COST																			
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<p>AC Input Voltage (V): AC:100V~ 240V AC Input Power Maximum Value (W/m): 300 AC Input Power Typical Value (W/m): 100 IP Rating (Front/Rear): IP40/IP20 Working Humidity (RH): 10%~60% non-condensing Lifetime Typical Value (hrs): 100,000</p>			
<p>2. VIDEO PROCESSOR 2 CVBS - PAL/NTSC 2 VGA - VESA standard Resolution up to 1080p@60Hz 1 SDI - 480i, 576i, 720P, 1080i/P; 1 DVI - VESA standard (1080i input supported) HDCP compliant 1 HDMI - EIA/CEA-861 standard, HDMI 1.3 Standard compliant: HDCP Resolution: up to 1080p@60Hz Power connector AC100-240V~, 50/60Hz Overall consumption: Approx. 35 W</p>	1	Unit	
<p>3. PTZ CAMERA Video format/Resolution: 1080p 60/59.94/50/30/29.97/25; 1080i 60/59.94/50/; 720p 60/59.94/50 Image Sensor: 1/2.8 inch high quality HD CMOS sensor Effective Pixels (approx.): 2.07 Mega pixels Min. Illumination: Approx. 0.5Lux (F1.8, AGC ON) Electronic Shutter: Auto / Manual Zoom Ratio: 20x Optical Zoom, 10x Digital Zoom Gamma Control: Off / Normal Iris Control: Auto / Manual Digital Noise Reductions: Yes On-Screen Display (OSD) White Balance: Auto, Manual, One Push, 3000K, 4000K, 5000K, 6500K AGC / Gain Control: Auto / Manual Mirror / Flip Image: Yes Focus Mode: Auto / Manual Panning / Tilting Range Pan: 340° , Tilt: +90° to -30° Panning / Tilting Speed: Pan: 0.1~60°/sec; Tilt: 0.1~30°/sec Preset: 255 Position Focal Length: f=5.2 (wide) to 98 (tele) mm, F1.6 to F3.5 Field of View (Horizontal, Wide)</p>	2	Units	

<p>Approx. 54.7° (WIDE END) / 3.3° (TELE END) Image Compensation Backlight Compensation Video Output: HDMI x 1, SDI x 1 Audio Input: 3.5mm Line in Tally LED: Dual color (Red, Green) Lens Filter: M52.0 x 0.75 Thread with UV Protection Control Protocol: Pelco-D, Peldo-P, VISCA, VISCA over IP, DVIP, ONVIF Remote Control Interface: LAN: for IP control (DVIP / NDI) RS-232, RS-422, RS-485 Video Compression Format : H.264/H.265 Audio Compression Format ; AAC, G711 Audio Bitrate: 96Kbps, 128Kbps, 256Kbps HD IP Interface: 100M IP port(100BASE-TX); Support DVIP and NDI Streaming Protocols: RTSP, RTMP(S), ONVIF, Multicast, SRT, NDI Hx POE: IEEE802.3af F/W Update: Via Web GUI IR Control: Yes Camera Control Unit: RMC-180 series/RMC-300 series/PTZ View Assist APP Tripod Mount: 1/4-20 UNC Optional Accessories: WM-1/ WM-10/ WM-11 Power: DC: 12V 12W Panel Type: VA Resolution: 3,840 x 2,160 Pixel Pitch (HxV, mm) 0.4875(H) mm x 0.4875(W) mm Brightness (Typ) 350 (w/o glass), 220 (w/glass) Contrast Ratio 4000:1(without glass) Viewing Angle (H/V): 178/178 Response Time: 8ms Color Gamut: 72% Glass Haze: 2%(without glass) H-Scanning Frequency: 30~81khz Maximum Pixel Frequency: 594Mhz V-Scanning Frequency: 48~75hz Operation Time Support: 16/7</p>			
<p>4. PRESENTATION CONTROL SYSTEM 8x4+2 All-In-One Presentation Switcher with Touch Panel and complete set of accessories Video Inputs: (4) HDMI, (4) DXLink 4K60 Video Outputs: (4) HDMI; supports HDMI/HDCP. (2) 4K60 DXLink; mirrors associated HDMI outputs; supports digital video, audio, Ethernet and bi-directional control</p>	1	Lot	

<p>Video Resolution Support: 480p up to 3840x2160 @ 60Hz 4:4:4 and 4:2:2, including 3840x2160p@50/60 Hz, 4:2:0 4096x2160p@50/60 Hz, 4:2:0</p> <p>Audio Inputs: (6) Analog Mic/Line, (2) Analog Stereo Audio, (8) Dante Channel. See Data Sheet for details.</p> <p>Audio Outputs: Amp (8-Ohm and 70/100V), (2) Analog Stereo Audio, (8)</p> <p>RS-232 Port: (2) 3-position 3.5mm Screw Terminal 2 bi-directional serial ports 300 - 115,200 baud</p> <p>IR/Serial: (2) 2-position 3.5mm Screw Terminal, 2 IR Transmit / 1-way Serial ports, Support high-frequency carriers up to 1.142 MHz, 2 IR/Serial data signals can be generated simultaneously.</p> <p>I/O Channels: (1) 4-position 3.5mm Screw Terminal, 2-channel binary I/O port for contact closure with each input being capable of voltage sensing.</p> <p>+12V DC and GND Included on the connector</p> <p>Relays: (2) 4-position 3.5 mm Screw Terminal, (2) single-pole, single-throw relays, Each relay can switch up to 24 VDC or 28 VAC @ 1 A, Each relay is independently controlled.</p>			
<p>5. 24P LAYER 3 POE MANAGED SWITCH</p> <p>Network ports: 24 x 1G</p> <p>Uplink ports: 4 x 1G SFP</p> <p>Power over Ethernet (PoE): PoE+ (195W)</p> <p>Fan: Fanless</p> <p>Power supply: Internal</p> <p>Features: Layer 2 switching, VLAN support, Spanning Tree Protocol (STP), advanced threat protection, IPv6 first-hop security, quality of service (QoS), sFlow, dynamic routing</p>	1	Unit	
<p>6. WIRELESS PRESENTATION DEVICE</p> <p>Video Inputs: USB to HDMI</p> <p>Video Outputs: 3x 4K UHD (3840 x 2160) @ 60Hz</p> <p>HDMI 2.0a</p> <p>Native Protocols: Airplay, Google Cast, Miracast</p> <p>Connectivity: Wi-Fi 6E; 2.5 GbE (Gigabit Ethernet)</p> <p>Ports: Front 1 x USB-C 3.2 with DP alt mode; 2 x USB-A 3.2</p> <p>Back: 1 x USB-C 3.2 with DP all mode + 45W PD; 1 x</p> <p>Ethernet LAN 2.5 Gbit; 1 x HDMI 2.0</p>	1	Unit	

<p>Anti-theft system: Kensington lock or equivalent Simultaneously display on screen: at least 3 sources Touch screen support & Interactivity: Yes, over Miracast Wireless Conferencing: BYOM ready Simultaneously on screen: up to 12 sources Software Requirements: No apps or drivers required</p>			
<p>7. EQUIPMENT RACK Rack Spaces: 16 Construction: Heavy-Duty Steel Side Panels: Fully Enclosed, Perforated for Passive Ventilation Rack Rails: Front and Rear for Easy Installation and Adjustment Caster: Four 3" (75mm) Casters with Lockable Fronts Weight Capacity: Up to 300 lb (with Casters), 450 lb (without Casters) Compatibility: U.S. and European Thread Sizes Finish: Black Brushed, Anodized Dimensions (Approx.): Depth: 18" Height: (without Casters) 30.75", (with Casters) 34.75" Width: 20"</p>	1	Unit	
<p>B. DISCUSSION SYSTEM</p>			
<p>1. CENTRAL UNIT/CONTROL UNIT Power Source: 100 - 240 V AC, 50/60 Hz (use of the supplied AC adapter) Power Consumption: 72 W Current Consumption: Approx. Max. 3 A DC Carrier Frequency Reception: Audio Channel 1: 7.35 MHz; Audio Channel 2: 8.10 MHz; Audio Channel 3: 8.55 MHz; Audio Channel 4: 9.15 MHz; Control Channel: 6.45 MHz Transmission: Audio Channel: 1.95 MHz; Input: MIC: -60 dB*, 600 Ω, unbalanced, Ø 6.3mm phone jack (2P); AUX: -20 dB*, 10 kΩ, unbalanced, Ø 6.3mm phone jack (2P); Output: LINE: -10 dB*, 10 kΩ, unbalanced, Ø 6.3mm phone jack (2P) REC: -10 dB*, 10 kΩ, unbalanced, RCA pin jack HEADPHONE: Ø 3.5mm mini jack (3P: monaural)</p>	1	Unit	

<p>Equalizer Input/Output: Input: -20 dB*, 10 kΩ, unbalanced, RCA pin jack; Output: -20 dB*, 10 kΩ, unbalanced, RCA pin jack</p> <p>Number of Connectable Chairman/Delegate Units: 64 units</p> <p>Number of Connectable Infrared Transmitter/Receiver Units: Up to 4 units (with the use of distributor, up to 16 units connectable when they are all TS-905, and up to 12 units when they are all TS-907, or TS-905 and TS-907 are used in combination)</p> <p>Infrared: Transmitter/Receiver I/O Terminal BNC jacks</p> <p>External Control Connection Terminal D-sub connector (9 P, male) / USB-B selectable LED Indicator</p> <p>Audio signal receiving indicators 1 - 4 CH, Data signal receiving indicator, External control priority indicator, External control communication indicator, Battery indicator (flashes when a Chairman/Delegate unit's battery nears complete discharge), Recording status indicator, Format in-progress indicator, Access indicator, Internal memory status indicator, USB memory status indicator, Remaining internal memory capacity warning indicator, Remaining USB memory capacity warning indicator, Short-circuit indicator</p> <p>Record Switch</p> <p>Recording start button, Recording stop button, Format button</p> <p>Recording Ports</p> <p>USB-A (for USB memory devices) and USB mini-B (for PCs)</p> <p>Recording Function</p> <p>Recordings can be made to a USB memory device (**) or the internal memory.</p> <p>Recording format: MP3 (MPEG-1 Audio Layer-3), monaural</p> <p>Sampling frequency: 32 kHz, Bit rate: 128 kbps</p> <p>Function Switch</p> <p>No. of open microphones setting switch: 1/2/3/4</p> <p>Mic-off setting switch: TIME OUT ON/OFF</p> <p>Speech priority selector switch: FIRST (First-in-first-out priority), LATEST (Last-in-first-out priority), FIRST: FIXED NEXT: LATEST (Priority fixed for the first unit, and last-in-first-out for all other subsequent units)</p> <p>FBS switch: AUTO/OFF/EXT</p> <p>Panel: Surface-treated steel plate, black, 30% gloss, paint</p>			
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<p>Accessory AC adapter (Cord length: 1.8 m (5.91 ft) DC cord, and 2 m (6.56 ft) detachable AC cord)1 Rack mounting bracket</p>			
<p>2. CHAIRMAN UNIT Power source: Battery 7,2 V DC Power / current consumption: Approx. Max. 390Ma Controls: Monitor speaking volume; 2 headphone volume; Priority speech Operating temperature Frequency response 100 Hz - 13 kHz Microphone Type: Electret condense microphone Directivity: Unidirectional Finish: Aluminum, Copper alloy, black</p>	1	Unit	
<p>3. DELEGATE UNIT Power source Battery 7,2 V DC Power / current consumption Max. 390Ma Controls Monitor speaking volume 2 headphone volume Frequency response 100 Hz - 13 kHz Microphone type Electret condense microphone Directivity: Unidirectional Operating temperature Finish: Aluminum, Copper alloy, black</p>	14	Unit/s	
<p>4. BATTERY PACK Lithium-Ion Battery Nominal Voltage: 7.4 VDC</p>	20	Unit/s	
<p>5. BATTERY CHARGER Power source: 100 - 240 V AC, 50 / 60 Hz supplied from AC adapter</p>	2	Unit/s	
<p>6. TRANSMITTER Infrared Transmitter: Power source 24 V DC supplied from the central unit Connection BNC jack</p>	2	Unit/s	

<p>7. AMPLIFIER Two-channel, 450W @ 4Ω Power Amplifier Frequency Response: 20 Hz - 20 kHz, +0/-1 dB (at 1 watt) THD: <0.5%, 20 Hz - 20 kHz Intermodulation Distortion: =/ <0.35% (60 Hz and 7 kHz at 4:1 from full rated output to -30 dB) Slew Rate: >10V/us Voltage Gain: 31 dB Damping Factor: (8 ohms, 10 Hz to 400 Hz) >200 Signal To Noise Ratio (A-weighted): >100 dB Crosstalk (below rated power) 20 Hz to 1 kHz - 75 dB, 59 dB Input Sensitivity: (for full rated power at 8 ohms) 0.775V or 1.4V Input Impedance (nominal balanced, unbalanced) 20kΩ, 10kΩ AC Line Voltage and Frequency Configurations Available: (+10%) 120V~60 Hz; 220V~50/60 Hz; 230-240V~50/60 Hz IEC Power Connector:15A</p>	1	Unit	
C. MOTORIZED DISPLAY SYSTEM			
<p>1. MOTORIZED MONITOR LIFT SYSTEM WITH ELECTRONIC NAME DISPLAY Centrally controlled motorized retractable monitor lift with name display Main monitor: At least 17-inch FHD screen LCD: IPS panel Panel size: 490mm x 80mm x 5mm Back screen size: 10.1 Inch Screen Box size: 473mm x 71mm x 600mm Material: Full Aluminum Alloy, ultra-light weight Lifting time: 30 seconds Monitor pitch angle: 20 Degree Adjustable angle: 0-30 Degree Panel color: black or silver options Interface: HDMI+USB+RS 232 I/O Protection system: With Anti-pinch System, anti-accident system for hand protection, anti-dust hat for USB Monitor parameter: pre-set background Electronic Name Screen Display: Signal input: HDMIx1, VGAx1, Type of Top Plate edge: 1.8mm feather edged, Depth of plate: Approx. 78mm</p>	15	Unit/s	

<p>Adjustable viewing angle: 15deg default, 0-60deg customizable Material: Aluminum alloy Control mode: Remote, button panel or 3rd party control system Screen bezel type: ultra narrow, 6mm wide Back screen 10.1 inch Resolution: 1024x600 Controller: 8-channel programmable RS-232 and 8-channel RS-485 control interface, Provide 8-channel of infrared interface, 1-way MT-HW cascade interface, 1-way PC computer control interface, Multi-function USB interface, 1-way TCP/IP control interface (server or client mode), External 8-way power supply module, 5.7inc true color wireless touchscreen, 2-way RF wireless receiver</p>			
<p>2. 4K HDMI 1X8 HDMI SPLITTER Transmits audio and video from a single source to 8 HDMI outputs up to 4K2K (2160p) Ultra High Definition resolution without any loss of quality or resolution Supports video formats up to 4K2K@60Hz with 12bit YCBCR 4:4:4 and HDR</p>	2	Unit/s	
<p>D. CONFERENCE TABLE AND CHAIRS</p>			
<p>1. 15 SEATERS CONFERENCE TABLE With customized cut-outs for the motorized monitor lift box. Includes built-in cable modules for: 4K60 HDMI, display port, mini display port, RGB with audio, Cat6 ethernet, USB 3.0, USB 2.1, and universal power outlet. Dimension: 6100 (l) x 2300 (w) x 770 (h) Material: 25mm laminated woodgrain finish with PVC edging Color: Acacia Stipple</p>	1	Unit	
<p>2. EXECUTIVE CHAIRS With armrest w/ padded w/ pneumatic height adjustment w/ nylon caster; base in finish back and seat in leatherette finish) Pneumatic seat Tilt lock Tension control Synchro-tilt Aluminum Armrest</p>	18	Unit/s	

<p>BIFMA and SGS certified Base Material: Aluminum base, twin casters Coverings: SEAT: leatherette BACK: leatherette Color/s: Black Dimensions (H x W x D): Overall: 107-124 x 63 x 47 cm Seat: 45 x 55 x 47 cm Back: 75 x 55 cm</p>			
<p>3. SECRETARIAT TABLE Dimension: LxWxH (183 cm x 56 cm x 76 cm) Material: 25mm laminated woodgrain finish with PVC edging</p>	1	Unit/s	
<p>4. CABLE CUBBY Tabletop Cable Cubby Connectivity Box with 2 AC Power; 1 USB-A Charger; 1 USB-C Charger,</p>	2	Unit/s	
<p>E. Labor, Installation, and other Materials</p>	1	Lot	
<p>II. OTHER EQUIPMENT</p>			
<p>1. CONFERENCING CAMERA AND MICROPHONE Pan +/- 90°, Tilt +35° / -45 10x lossless HD zoom Field of View: Diagonal: 90°, Horizontal: 82.1°, Vertical: 52.2° Full HD 1080p, 30fps H.264 UVC 1.5 with Scalable Video Coding (SVC) Autofocus, 5 camera presets, Far-end control (PTZ) Device security lock slot Video mute/unmute LED indicator Standard tripod thread Remote Control Camera, speakerphone, and call control Docks on speakerphone IR 8.5 m range</p> <p>Speakerphone Full-duplex performance Acoustic echo cancellation Noise reduction technology Ultra-wideband audio Pairs with mobile devices via Bluetooth and NFC</p>	2	Set/s	

<p>LCD for caller ID, call duration, and other functional response LEDs for speakerphone streaming, mute, hold, and Bluetooth Tactile buttons for call answer/end, volume and mute, Bluetooth, and camera controls 5 camera presets for pan, tilt, and zoom settings Device security lock slot</p> <p>Microphones Pickup Range: 6 m Pickup range with expansion mics: 8.5 m Four omnidirectional, beamforming microphones Frequency Response: 100Hz – 11KHz Sensitivity: -28 dB +/-3dB Distortion: <5% from 200Hz</p> <p>Hub/Cable/Power Central Hub connects and powers all components Under-table mounting adhesive included One cable to camera: 5 m One cable to speakerphone: 5 m Extended cables available: 10 and 15 m One USB cable for connection to PC/Mac: 2 m AC Power adapter with regional plugs Power cable: 3 m</p> <p>Mount Dual-purpose bracket works for both wall mounting and tabletop elevation Compatibility: Windows 10 or later / macOS 13 or later</p> <p>Accessories Expansion Mics Tripod</p>			
<p>2. PORTABLE LINE ARRAY SPEAKER SYSTEM Speaker Configuration 1x 2-Way Speaker Column with Subwoofer Number of Input Channels 3 (2 x Mono, 1 x Stereo) Amplifier Power Rating: Speakers:1x 60 W Subwoofer:1x 240 W Amplifier Class: Class-D Speakers: Full-Range Driver: 8x 2" / 50.8 mm Cone Subwoofer Driver: 1x 13 x 7" / 330.2 x 177.8 mm Woofer</p>	2	Unit/s	

<p>Frequency Response: 45 Hz to 20 kHz Maximum SPL: 112 dB (Continuous), 118 dB (Peak) Coverage Angle: 180° H x 20° V Connectivity: Audio I/O: 2x Combo XLR-1/4" 3-Pin Female Balanced Mic/Line/Hi-Z Input, 1x 1/8" / 3.5 mm TRS Female Unbalanced Line Input, 1x 1/4" TRS Female Unbalanced Line Input, 1x XLR 3-Pin Male Balanced Line Output Phantom Power: 48V Wireless Connectivity: Bluetooth Power AC Input Power: 100 to 240 VAC, 50/60 Hz Physical: Transport Options: 1x Handle (Top) Weight: Approx. 39.8 lbs/18.1 Kg</p>			
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A. TERMS AND CONDITIONS:

- a) The winning bidder shall conduct inception meetings to discuss project requirements and timelines.
- b) To conduct a 1-day end-user training for at least six ITMS personnel on the use and proper operation of the Audio/Video system, basic troubleshooting/maintenance, and provide the necessary operating manuals of the system.
- c) The Audio/Video System must be compatible with virtual meeting platforms, such as Zoom, MS Teams, and Google Meet, among others.
- d) The winning bidder must conduct an operational demonstration of the Audio/Video System, testing, and commissioning prior to end-user acceptance.
- e) The winning bidder shall conduct semi-annual preventive maintenance (PM) for the audio-visual equipment during the warranty period.
- f) Only one product brand should be offered by the winning bidder for item/s that have more than one unit requirement.

- g) For the equipment under Roman Numeral I, the bidders shall submit proof that they are an authorized reseller or distributor of the product/s they offer.
- h) The price quoted must be firm and irrevocable and not subject to any changes whatsoever even due to the cost of raw material components and fluctuations in foreign exchange rates and excise duties.
- i) Bid price must be inclusive of all costs (insurance, freight, brokerage, duties, and taxes, etc.) attendant to the delivery of the items at the DOE.
- j) The product brand to be offered must be in the market for at least five (5) years.
- k) Warranty: At least 2-year warranty on parts and on-site support services for the equipment under Roman Numeral I, and at least 1-year warranty for the equipment under Roman Numeral II.
- l) After Sales Support:
The winning bidder shall respond to any report by the DOE of any issues involving the machine/equipment within 24 hours from notice. Machine/equipment that cannot be repaired within 48 hours from notice shall be replaced within 3 days with a service unit with the same or better specifications at no cost to the DOE.

B. DELIVERY SCHEDULE

1. The delivery shall be 90 days upon receipt of the Notice to Proceed.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
- Or
- (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;
- And
- (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;
- And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, completed 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 (**Bidding Form Annex A**); and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) 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
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **Warranty Certificate for Goods/ Guarantee for after sale services for Services**; and
- (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (k) 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

- (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form **(Bidding Form Annex E); and**
- (n) Original of duly signed and accomplished Price Schedule(s) **(Bidding Form Annex F).**

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) 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;
 - (b) 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; and
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;
3. Certificate of PhilGEPS Registration;
4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

ANNEX A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Ongoing, completed or awarded but not yet started projects for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

ANNEX B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Single Largest Completed Contract (SLCC) for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

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 *[shall be submitted with the Bid]*

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

*[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

Bid Form for the Procurement of Goods and Services *[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 Amount and Purpose of Agent Currency/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.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Annex F

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: _____

Annex F

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 _____

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

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the 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.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
Department of Energy

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

Helen C. Roldan
OIC – Chief, Accounting Division
Witness

Acknowledgment

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