# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

# Cotabato State University



# Supply, Delivery, Installation and Commissioning of LED Walls

PhilGEPS Reference No. 10659839

Government of the Republic of the Philippines

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#### **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

#### Notes on the Invitation to Bid

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

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

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

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



#### Invitation to Bid for

#### Supply, Delivery, Installation and Commissioning of LED Walls

1. The *Cotabato State University*, through the *GAA FY 2024* intends to apply the sum of *Seven Million Nine Hundred Seventy Thousand Pesos* (\$\mathbb{P}\$7,970,000.00) being the ABC to payments under the contract for *CSU-PB-GOODS-02-24*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Cotabato State University* now invites bids for the above Procurement Project. Delivery of the Goods is required within **Sixty (60) days** from receipt of Notice to Proceed. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 3. Prospective Bidders may obtain further information from *Cotabato State University* and inspect the Bidding Documents at the address given below during 8:00am 5:00pm.
- 4. A complete set of Bidding Documents may be acquired by interested Bidders starting March 14, 2024 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (₱10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person.

Bids and Awards Committee Office Cotabato State University Cotabato City

5. The Cotabato State University will hold a Pre-Bid Conference<sup>1</sup> on March 22, 2024 (Friday) at 9:00am at CSU Conference Room, Research Building, Cotabato State University which shall be open to prospective bidders.

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 9:00AM, April 04, 2024 (Thursday). Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Bid opening shall be on *April 04*, 2024 (*Thursday*) @ 9:00AM at the Conference Room, Research Building, Cotabato State University, Cotabato City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 9. The *Cotabato 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.
- 10. For further information, please refer to:

#### JOHN A. ALLESA

Bids and Awards Committee - Secretariat Cotabato State University Sinsuat Avenue, Cotabato City bac@ccspc.edu.ph Landline (064) 552-2162

> (SGD) RADZATA A. ABDULGANI, PhD BAC – Chairman Chief Administrative Officer

# Section II. Instructions to Bidders

# **Notes on the Instructions to Bidders**

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

### 1. Scope of Bid

The Procuring Entity, *Cotabato State University* wishes to receive Bids for the *Supply*, *Delivery*, *Installation and Commissioning of LED Walls* with identification number *CSU-PB-GOODS-02-24*.

The Procurement Project (referred to herein as "Project") is composed of Five (5) Lots, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *Seven Million Nine Hundred Seventy Thousand Pesos* (₱ 7,970,000.00)
- 2.2. The source of funding is:
  - a. GAA CY 2024

#### 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.

- 5.3. 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

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

#### 7. Subcontracts

- 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.
  - a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 at **Conference Room, Research Building, Cotabato State University, Cotabato City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

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

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

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

#### 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

#### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

<sup>&</sup>lt;sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) days* from bid opening. 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

# 20. Post-Qualification

20.1. 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. {[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

#### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

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

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

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

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

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

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	<ul> <li>a. Those who have engaged in the Supply, Delivery, Installation and Commissioning of LED Walls</li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	None
12	No further Instruction
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than \$\mathbb{P}\$159,400.00 [ 2\% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than ₱398,500.00 [ 5% of ABC] if bid security is in Surety Bond.
19.3	2.1. Seven Million Nine Hundred Seventy Thousand Pesos (₱ 7,970,000.00) for the Supply, Delivery, Installation and Commissioning of LED Walls
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]

# Section IV. General Conditions of Contract

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

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

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

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

### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

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

# 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

# 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

### 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

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

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

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

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

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

**Special Conditions of Contract** 

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
	<ul> <li>a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	d. [Specify additional incidental service requirements, as needed.]
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

#### Packaging -

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

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation -Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** 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. [If partial payment is allowed, state] "The terms of payment shall be as follows: 2.2 The inspections and tests that will be conducted are: [Indicate the applicable 4

inspections and tests]

# Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply, Delivery, Installation and Commissioning of LED Walls	1 Lot	1	60 days

#### Section VII. Technical Specifications

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

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

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

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

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

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

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

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

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

# **Technical Specifications**

No			Description	COMPLI	
	` '	LOT S	UPPLY, DELIVERY, INSTA	ALLATION & COMMISSIOINING OF	F LED
WA	LLS	T			
			COLLAPSIBLE OUTDOOR I		
			Location: CSU-Gymnasi		
				8 panels; 500 X 500 mm per panel	
			-	VIDEO PROCESSOR, V40HD (1	
		_	SET ONLY)		
1	2	Sets	Installation / structural /		
			• Type of installation : col	_	
			Basic power box / control	•	
			•	mmended security / safety )	
				R / delay timer / on off swtich	
	<b>D</b> . 17			rofessional Camcorder W/ stand	
	Detaile	ed Specif	fications (LED Wall)	1.1	
			1	odule	
		1	Dimensions (w x h) (mm)	250 X 250	
		1	Pixel pitch	3.9	
			LED Type	SMD 3in1 1921	
			Resolution (w x h)	64 X 64	
			Pixel Density	65,536/m²	
				ard Panel	
			Dimensions (w x h x d) (mm)	500 X 500 X 80 128 X 128	
			Physical Resolution (w x h) Weight/Panel (kgs)	8.5	
			Average Power/sqm (watts)	196	
			Max Power/sqm(watts)	588	
			Module Quantity	4	
			Physical Pixels (total)	16384	
			Material	DIE CASTING ALUMINUM	
			Dimensions (w x h x d) (mm)	500 X 500 X 80	
	2	Sets		ay Data	
		Bets	Panel Quantity(pcs) W x H	8 X 5	
			Screen Area Dimension (W x H) m	4 X 2.5	
			Screen Resolution(pixels)	1024 X 640	
		1	Total Net Weight (kgs)	680	
		<u> </u>	Total Average Power/sqm(watts)	3920	
		1	Total Max Power/sqm(watts)	11760	
			Parameter		
			Brightness (nit)	4000	
			Viewing Angle (H/V, °)	160/150	
			Gray scale (bit)	14	
			Minimum Viewing Distance (m)	3.9	_
			Contrast Ratio	4000:1	
			Driving Type	1/16	
			Color Temperature (K)	6500	
			Refresh frequency (Hz)	3840	
			Input power frequency (Hz)	50 - 60	
			AC Operating Voltage (V)	$200 \sim 240$	
			LED lifetime at 50% brightness	100,000 hours	

No	QTY	Unit	Description		COMPLIANCE
			Ingress Protection (Front/Rear)	IP65/IP54	
			Operating temperature(°C)	-10 ∼ +40	
			Operating humidity (RH)	$10\% \sim 90\%$	
			Control distance	CAT5 cable: <80 m; Single mode	
			Control distance	fiber: <10 km	
			Signal input format	AV, S-Video, VGA, DVI, YPbPr, HDMI, SDI	
			Operating system	Windows (2000/XP/Vista/7/8/10/11)	
			Item List		
			LED Panel	80 PCS	
			Receiving Card	80 PCS	
			Sending Box	2 PCS	
			LED Software	1 SET	
	2	Sets	<ul> <li>Seamless switching, fade-switching, blend switching</li> <li>Take fast and seamless sw</li> <li>AIAO (Any in Any Out), cropping</li> <li>DVI EDID editable, perfedisplay</li> <li>Custom output resolution horizontal pixels and 192</li> <li>4 sets of preset dual-picture display, high-definition selections</li> <li>Multiple DVI-LOOP case realize infinite screen dri</li> <li>Front panel/USB/Lan/RS loop design, 1 PC controtonsole specification:         <ul> <li>Power supply: 100-240V</li> <li>Power consumption: ≤25</li> </ul> </li> <li>Operation Temperature: 0~45 °C</li> </ul>		
	1	Set	MULTI-FORMAT VIDEO SWIT Input Jacks Video  - HDMI Type A x 4 - RGB/Component – HD - Composite – BNC type Audio  - ¼ inch TRS phone type Output Jacks Final output - HDMI type A x 2 - RGB/Component – HD - Composite – BNC type Preview output - HDMI type A x 1 Effects - Transition – Mix, Cut, V - Composition – Picture in		

No	QTY	Unit	Description	COMPLIANCE
110	TTY	Omt	- Audio – Delay (0.0-12.0 frames)	COMI LIANCE
			- Audio – Belay (0.0-12.0 frames)  - Output fade (video/audio)	
			Others	
			- Power Supply – DC 12V	
			- Current Draw – 2.6 A	
			- Current Draw – 2.0 A  - Accessories – AC Adaptor, Power Cord,	
			RCA-BNC conversion plug x 4, Owner's	
			Manual	
			Manuar	
			CONTROL PC	
			High- end commercial desktop	
			(Intel core i5 or equivalent)  • 8GB RAM	
	1	g ,		
	1	Set	• 1TB HDD Storage	
			2GB discrete graphics card	
			1 set of keyboard and mouse	
			18.5inch display monitor	
			Windows OS Professional Version	
			Professional Camcorder W/ stand	
			<ul> <li>Up to UHD 4K60 Video, 3G-SDI &amp; HDMI Out</li> </ul>	
			<ul> <li>24x Optical Zoom, 48x Digital iZoom</li> </ul>	
			<ul> <li>Handle with 2 XLR Inputs, LED Light</li> </ul>	
			• 5-axis O.I.S., 3.5" LCD Touchscreen	
	1	Set	Wide 25mm Lens, 32x Intelligent 4K Zoom	
			• 1/2.5" 8.29M MOS Sensor, Venus Engine	
			120fps Slow Motion, Live RTP Streaming	
			Manual Lens Rings & Dial, ND Filter	
			Records MP4, MOV, AVCHD to Dual SD Cards	
			Face Detection AF Feature	
			INCLUSION	
			• SPARE PARTS: Led Module; Scanning Card; Power Supply	
			2 2 7	
			TRAINING: User Operation And Basic Troubleshooting  Trainings	
			Trainings	
			WARRANTY: replacement of defective led system parts     was a single ded a system parts     was a single ded a system parts	
			only (2 years ) / other included components ( pc, video	
			switcher and other peripherals (1 year)	
			MAINTENANCE: quarterly preventive and corrective    Maintenance   M	
			maintenance LED display ( 2 years ) – FREE OF	
			CHARGE OUTDOOR LED DISDLAY (CSU Advantigament Well)	
			OUTDOOR LED DISPLAY (CSU Advertisement Wall)	
			1m(H) X 2.5m(W); 1 X 5 panels; 1000 X 500 mm per panel	
			TB30 Media Player	
	1	O - 4	INSTALLATION / STRUCTURAL / ELECTRICAL     Structural - Patrofitted Well Mounted	
2	1	Set	Structural: Retrofitted Wall Mounted	
			Electrical: Basic Power Box / Feederline 65m	
			ELECTRICAL ADD ONS( SAFETY  PROCESS OF THE PROPERTY OF TH	
			RECOMMENDATION)	
			5KVA Voltage Regulator, Industrial Switching System	
			Detailed Specifications	

No QTY Unit Description	n		COMPLIANCE
No Q11 Ont Description	Cabinet Quantity ( W x H )	2.5 x 1	
	Screen area Dimension	4 x 2.5	
Display Data	Screen Resolution Total Net Weight	1024 x 640 200	
	Total Average Power	1200	
	Total Max Power LED	2760 Nationstar copper	
	Pixel Configuration Pixel Pitch(W/H)	1R1G1B (SMD) 3.9mm	
Basic Parameters	Pixel Density	65,536 pixel/m²	
	Panel Size Panel Resolution (W/H)	500mm * 1000mm * pcs; 500mm *750mm * 8pcs 128 * 256 pixels & 128 * 192 pixels	
	Weight	30kg/m²	
Optical	Brightness Visual angle	4500-5000cd/m <sup>2</sup> Horizontal: 140° Vertical: 120°	
parameters	Color temperature Refresh rate	3200-12000 (adjustable) ≥KHZ	
Process	Changing rate	60KZ	
performance parameters	Processing depth Color	14bit 16384 * 16384 * 16384	
	Driving mode	Constant current driving	
Electrical   parameter	Power Supply Power consumption	AC230V±10%; 50HZ or 60HZ Average: ≤200w/m²; Max ≤680w/m²	
	Control distance Lifespan	CAT5 cable: <100m; Single mode fiber: <10000m 100000h	
	Working temperature	-20 to +40°C	
	Working humidity Storage and transportation Temperatur	10% ~ 60 % re -40 to +40°C	
Other parameter	Storage and transportation Humidity	10% - 60%	
Other parameter	Ingress protection (Front / Back) Installation	IP65 Fixed	
	Maintenance way	Front Synchronous control	
	Control mode Signal input format	DVI	
	Operating system	Windows (7/8/10)	
INSTALL	ATION / STRUCTUR	RAL / ELECTRICAL WORKS	
Display			
Cabinet Q	uantity (WxH)	2.5 x 1	
Screen are	a Dimension	4 x 2.5	
Screen Re	solution	1024 x 640	
Total Net	Weight	200	
Total Ave	rage Power	1200	
Total Max	Power	2760	
Basic Par	ameters		
LED		Nationstar copper	
Pixel Con	figuration	1R1G1B (SMD)	
Pixel Pitcl	U	3.9mm	
Pixel Den		65,536 pixel/m2	
Panel Size		500mm * 1000mm * pcs;	
		500mm *750mm * 8pcs	
Panel Res	olution (W/H)	128 * 256 pixels & 128 * 192	
	` '	pixels	
Weight		30kg/m2	
Optical Pa	rameters		
Brightness		4500-5000cd/m <sup>2</sup>	
Visual ang		Horizontal: 140° Vertical: 120°	
Color temp	erature	3200-12000 (adjustable)	
	erformance		
Paramete	rs		
Refresh rat		≥KHZ	
Changing 1		60KZ	
Processing	depth	14bit	
Color		16384 * 16384 * 16384	
Driving mo	ode	Constant current driving	

No	QTY	Unit	Description		COMPLIANCE
			Electrical Parameter		
			Power Supply	AC230V±10%; 50HZ or 60HZ	
			Power consumption	Average: \(\leq 200\text{w/m2}\); Max \(<680\text{w/m2}\)	
			Other parameter	_5000 W/III2	
			Control distance	CAT5 cable: <100m; Single mode	
			Control distance	fiber: <10000m	
			Lifespan	100000h	
			Working temperature	-20 to +40°C	
			Working humidity	10% ~ 60 %	
			Storage and transportation Temperature	-40 to +40°C	
			Storage and transportation Humidity	10% - 60%	
			Ingress protection (Front / Back)	IP65	
			Installation	Fixed	
			Maintenance way	Front	
			Control mode	Synchronous control	
			Signal input format	DVI	
			Operating system	Windows (7/8/10)	
			WORKS	CTURAL / ELECTRICAL	
			DESCRIPTION	SCOPE OF WORKS	
			• Installation of LED Display	General requirements     Structural works	
			with Collpasible Type Frame Structure	Installation of led	
			* 11 . AYED D. 1	• Installation of power	
			Installation of LED Display     With Retrofitted	switching system	
			Wallmounted Type Frame	• Installation of signal sytem	
			Structure	• Electrical works	
				(led internal)	
				<ul> <li>electrical feeder</li> </ul>	
				line (50m/65m)	
				Finishing and painting works	
			fications		
	Prov	ision of	the following:		
			nust secure that the spare parts shors upon completion of the project.	uld be available in the market for	
	2. The si		nust conduct a hands-on training fo	or 2 to 3 days upon completion of	
			nust provide manuals, brochure of the		
	Listed	l Compa	nust provide a certification of the LF ny in the country of origin which y that can support product spare par	entitles the manufacturer to be a	
	for the stabili	e supply a ty for su		o ensure company competence and	
			LED Manufacturer must have a 5 S of Commodity from their country of		

No QTY Unit Description	COMPLIANCE
the product and the company.	
7. The supplier must have at-least a minimum of 15 completed LED WALL installation both outdoor and indoor to show the legitimacy of the company.	
8. The supplier must provide at least five (5) Technical Support Engineers with a certification from the manufacturer that they are capable and certified engineers to do and install the equipment.	
9. The supplier must have personnel with the following qualification:	
<ul> <li>1 senior PRC licensed Civil Engineer – at least 3 years tenure with the company</li> <li>1 senior PRC licensed ECE - at least 4 years tenure with the company</li> <li>1 PRC licensed civil engineer</li> <li>1 PRC licensed electrical engineer</li> <li>1 safety officer with COSH certification</li> </ul>	
10. The supplier must have online ticketing portal for raising and tracking issues	
11. The supplier must have a branch or office in Davao region for after sales support.	
12. The supplier must submit Tax receipt of importation and custom clearance for the equipment upon project completion.	
13. The supplier LED Manufacturer must have International Electrotechnical Commission (IEC) certificate to ensure that the equipment have undergone rigorous safety testing and are safe to use and pass the (IEC) standard.	
14. The supplier LED Manufacturer must have ISO certificate to show the quality and legitimacy of the product and the company.	
15. The supplier must conduct an actual product demonstration before the opening of bids of Cotabato State University.	
LED Specific requirements	
<ul> <li>Brightness must not be lower than 4000 Nits (for outdoor use)</li> <li>Must not exceed 8.5 kgs per cabinet (for easier setup/dismantling)</li> <li>Capable of front and rear maintenance</li> <li>Must have the latest control system</li> <li>LED must have the CCC certification</li> </ul>	
TERMS AND CONDITION	
WARRANTY PERIOD (HARDWARE) Two (2) years warranty for led and one (1) year on digital signage, computer and other accessories on the date of delivery against manufacturing defects. During this period, defective parts shall be repaired or replaced free of charge provided such defects were not caused by accidents, neglect, abuse acts of god or nature, force majeure and/or failure to comply with pre specified environmental and electrical specifications.	
Inclusion of a two (2) years quarterly preventive maintenance of the units supported by a signed technical report.	
<b>DELIVERY AND INSTALLATION</b> Free delivery and inclusive of installation/commissioning, configuration and labor costs, after sales support	
TRAINING Free training for 2-3 days (led) for a minimum of 2 personnel.	

# Section VIII. Checklist of Technical and Financial Documents

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

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

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

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

# CHECKLIST OF TECHNICAL, ELIGIBILITY AND FINANCIAL COMPONENTS

# **ENVELOPE 1**

# The Technical and Eligibility Component

Tab	Documents
A	Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms;
В	Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
C	PhilGEPS Platinum Registration
D	<ul> <li>Bid Security in the form of Bid Securing Declaration or any of the following:</li> <li>1. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or</li> <li>2. a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument; - GSIS)</li> </ul>
E	Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR.
F	Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year;
G	NFCC computation or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
Н	Statement of all ongoing Government and private contracts which are similar in nature including contracts awarded but not yet started, supported with the following:  a. Notice of Award/Notice to Proceed  b. Contract / Purchase Order
I	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, must be at least fifty percent (50%) of the ABC.
J	Valid Joint Venture Agreement (JVA) (IF NECESSARY) or, in lieu thereof, 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 event that the bid is successful.
K	Technical Specifications and Delivery Schedule:  a. Technical Specifications Compliance;  b. Pictures/brochure of proposed item with specifications  c. Delivery Schedule;
L	Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 based on the updates of GPPB Res. No. 16-2020.

#### **ENVELOPE 2**

#### The Financial Component

Tab	Documents
A	Duly Signed Bid Form
В	Duly signed Bid Prices in the bill of Quantities

#### **NOTE:**

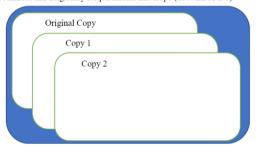
ALL ENVELOPES MUST BE PROPERLY SEALED AND MARKED. ALL **DOCUMENTS MUST BE TABBED ACCORDING TO THE CHECKLIST ABOVE** (Un-tabbed documents will be rejected).

**ENVELOPE 1** (Eligibility and Technical Requirements) & **ENVELOPE 2** (Financial Requirements) **MUST** contain the following:

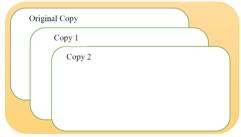
- One (1) Original Document Each page duly signed by the Authorized Representative stamped with **certified true copy**.
- Two (2) Copies of Original Document Each page duly signed by the Authorized Representative stamped with **certified true copy from original**.

\*\*\* Bidding documents shall only be sold to bidders and or their representatives upon presentation of Letter of Intent, representative's Authorization Letter/Special Power of Attorney (SPA) and Company Identification Card(ID). Same representative is encouraged to represent the bidder during the bid opening, otherwise, authorization letter/SPA will be required.

Technical and Eligibility Requirements Envelope (ENVELOPE 1)



Financial Requirements Envelope (ENVELOPE 2)



Sealed in One (1) Main Envelope with Proper Marking (See Section 20 of ITB)

