

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Three (3) Units of Video Conferencing Equipment (Ref.: G-2024-Video Conferencing-05)**

**SMALL BUSINESS CORPORATION**

**17<sup>TH</sup> and 18<sup>TH</sup>Floors  
139 Corporate Center  
139 Valero St., Salcedo Village  
Makati City**

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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***

## **INVITATION TO BID FOR PROCUREMENT OF THREE (3) UNITS OF VIDEO CONFERENCING EQUIPMENT (G-2024-Video Conferencing-05)**

1. The ***Small Business Corporation (SB Corp)***, through the ***Corporate Operating Budget for 2024***, intends to apply the sum of ***PESOS: Two Million Five Hundred Thousand (Php2,500,000.00)*** being the ABC to payments under the contract for the ***Procurement of Three (3) Units of Video Conferencing Equipment (Ref.: G-2024-Video Conferencing-05)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***SB Corp*** now invites bids for the above Procurement Project. Delivery and installation of the Goods is required ***within ninety (90) calendar days upon 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).
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.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from ***SB Corp*** and inspect the Bidding Documents at the address given below during ***office hours from 9:00a.m. to 4:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***August 15 to September 3, 2024, 8:00 a.m to 2:00 p.m.*** from the given address and website 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 Php2,500.00.*** The Procuring Entity shall allow the bidder to present the Official Receipt received from the ***Cashier of SB Corp*** as its proof of payment for the fees.
6. The ***SB Corp*** will hold a Pre-Bid Conference on ***August 23, 2024, 10:00a.m. at the 18F Conference Room*** and/or through video conferencing ***via Zoom*** which shall be open to prospective bidders. Meeting link may be requested via email from the BAC Secretariat.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below *on or before September 4, 2024, 10:00a.m.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *September 4, 2024, 10:00 a.m.* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **SB Corp** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***The BAC Secretariat***

***Julieta S. Calimlim – BAC Secretariat Head***  
***Anthony F. Sampayo, Jr. – BAC Secretariat Member***  
***Jolina T. Parpan – BAC Secretariat Member***  
***Email Address: [bac@sbcorp.gov.ph](mailto:bac@sbcorp.gov.ph)***

***Small Business Corporation***  
***17<sup>th</sup> & 18<sup>th</sup> Floors, 139 Corporate Center,***  
***139 Valero St., Salcedo Village***  
***Makati City***  
***Telephone No. 53281100 to 10***

12. You may visit the following websites:  
  
For downloading of Bidding Documents:  
  
*<https://sbcorp.gov.ph/bid-opportunities/>*

*August 14, 2024*

  
**ROWENA G. BETIA**  
**BAC Chairperson**



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Small Business Corporation (SB Corporation)* wishes to receive Bids for the *Procurement of Three (3) Units of Video Conferencing Equipment*, with identification number **G-2024-Video Conferencing-05**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot and details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

The funding source is the **Corporate Operating Budget for FY 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.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:



- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. **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**

**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 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 the **BDS**.
- 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 the **BDS**.

### **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.

- a. 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 **December 4, 2024**. 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 Entity's 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 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**.

## **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**

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Supply and Delivery of Video Conferencing Equipment</i></li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>as stated in the attached TOR</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>Php50,000.00 [two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Php125,000.00 [five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
15	Bidders are requested to submit two (2) hard copies of the first and second components of their Bid in sealed envelopes with their corresponding label i.e. original copy and copy 1 and should be placed in their respective main envelopes sealed and labeled accordingly.
19.3	<i>No further instruction</i>
20.2	<ul style="list-style-type: none"> <li>a. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>b. Platinum Certification from the Vendor of the product being offered, or Certificate of Authorized Distributorship or Dealership or its equivalent</li> </ul>
21.2	<i>No further instruction</i>

## ***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 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 VII (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><b>Delivery and Documents –</b></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><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at SB Corporation Head Office, 17<sup>th</sup> and 18<sup>th</sup> Floors, 139 Corporate Center, 139 Valero St., Salcedo Village, Makati City 1227. 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 <b>Mr. Marc Quincy S. Talagtag</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, in any, specified in Section VI Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>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.</p>

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within (as specified in the certificate of warranty) months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as 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 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 the 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 cost shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP and 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 as 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.



## *Section VII. Technical Specifications*

Item	Specifications	Statement of Compliance
A.	Procurement of Three (3) Units Video Conferencing Equipment <ul style="list-style-type: none"> <li>• One (1) unit of 86"</li> <li>• Two (2) units of 65"</li> </ul>	<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.]</i>
	<b>1. Dual-Stream Capability:</b> <b>1.1 Video meeting (video + presentation):</b> 1080p 30 fps+1080p 30 fps 1080p 30 fps+4K 8 fps <b>1.2 Data meeting:</b> 1080p 30 fps, 4K 8 fps	
	<b>2. Ports and Functional Modules:</b> 1 x Audio Output (3.5 mm) 1 x Audio Input (3.5 mm) 1 x HD-AI audio input port 1 x HDMI HD video output port, and audio output 1 x HDMI HD video input port, which supports a resolution of up to 4K 30 fp 1 x HDMI HD video input port, which supports a resolution up to 4k 30 fps and audio input. 1 x USB Type-A port 1 x COM port 1 x TOUCH port 1 x Ethernet port (10/100/1000Mbit/s, full-duplex and half duplex supported) 1 x RESET button 1 x Ground point 1 x Ground point	
	<b>3. Controller</b> – The controller and controller receiver can be configured. The Controller can be used to perform routine operations on multiple types of endpoints and provide convenient control functions.	
	<b>4. OPS</b> - The Open Pluggable Specification (OPS) is optional for endpoints. After an	

	<p>OPS is configured, endpoints can run the Windows operating system based on the OPS to install and run third-party software.</p> <p><b>4.1 Ports:</b></p> <ul style="list-style-type: none"> <li>1 x RJ45 network port</li> <li>1 x DP display port</li> <li>1 x HDMI display port</li> <li>1 x LINE IN microphone jack</li> <li>1 x LINE OUT audio output port</li> <li>2 x Wi-Fi antenna port</li> <li>1 x USB 3.0 Type-C port</li> <li>2 x USB 2.0 Type-A port</li> <li>4 x USB 3.0 Type-A port</li> </ul> <p><b>4.2 Buttons:</b></p> <ul style="list-style-type: none"> <li>1 x Power button</li> <li>1 x RECOVER button (one-click restoration button)</li> <li>1 x RESET button</li> </ul> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>1 x Hard disk indicator</li> <li>1 x Power indicator</li> </ul>	
	<p><b>5. Must have an Ultra-HD Video Feature</b></p> <p>- The device must have H.265 as the encoding and decoding protocol for both video and content, together with Video Motion Enhancement (VME), to deliver 1080p 30 fps video and 4K data conferencing experience.</p>	
	<p><b>6. Must have a Hi-Fi Audio with the following features:</b></p> <ul style="list-style-type: none"> <li>○ Supports Acoustic Echo Cancellation (AEC), Automatic Noise Suppression (ANS), and Automatic Gain Control (AGC), as well as Voice Clear, Audio Enhancer, reverberation suppression, and lip synchronization.</li> <li>○ Opus-related technologies are adopted, including Forward Error Correction (FEC), Backward Error Correction (BEC), Packet Loss Concealment (PLC), Net Automatic Transfer-Enhancement (netATE), and Audio Jitter Buffer (AJB).</li> <li>○ Leverages the built-in microphone and 8-meter sound pickup for the clear, crisp</li> </ul>	



	audio, and supports an external microphone array for extending pickup distance.	
	<b>7. Must have Acoustic Baffle</b> - The device must support acoustic baffle, an intelligent technology that allows users to define the sound pickup scope to eliminate the impact of ambient noise and create a more personal meeting space.	
	<p><b>8. Must have a Smart Projection Feature</b> - The endpoint integrates an HD display that supports wired and wireless projection, allowing users to easily share audio, video, images, and files on mobile devices or PCs. The endpoint also supports reverse control and annotation, making projection and information interaction simple and efficient.</p> <ul style="list-style-type: none"> <li>○ Wired Projection</li> <li>○ Client Wireless Projection</li> <li>○ DLNA Projection</li> <li>○ Cast+ Wireless Projection</li> <li>○ Reverse Control</li> <li>○ BYOM Capable</li> </ul>	
	<b>9. Must have an Auto-Framing Feature</b> - With panoramic photography, the endpoint automatically adjusts its camera based on the number and position of attendees, in order to ensure the optimal panoramic view.	
	<b>10. Must have a Voice Tracking Feature</b> - Voice tracking and face detection algorithms to detect and locate the sound source. Using this information, it automatically displays a close-up image of the speaker.	
	<b>11. Must have a Whiteboard Collaboration Feature</b> - Must have a built-in whiteboard to enable collaboration between local and remote sites.	

	<p><b>12. Must have a Wireless Connections Feature</b> - The endpoint supports 2 x 2 Wi-Fi technology (that is, 2-channel input and 2-channel output of Wi-Fi data), dual antennas, and dual bands (2.4 GHz and 5 GHz). The endpoint can serve as a Wi-Fi hotspot and connect to a Wi-Fi network as a client at the same time.</p>	
	<p><b>13. Must have a Bulletin Board Feature</b> - Various types of content can be displayed on the homepage of the device, including corporate culture operation instructions, administrative services, and welcome speeches. Content can be managed by level and can be flexibly defined based on application scenarios.</p>	
	<p><b>14. Must have a Welcome Page Feature</b> - The device includes the welcome page, which features three default welcome page templates. Users can customize the content and font of the welcome page and upload customized templates.</p>	
	<p><b>15. Must have a Pre-Installed Apps</b> - With common office apps pre-installed and provides a built-in app market where certain apps needed for audio-visual recording needs can be downloaded.</p>	
	<p><b>16. Must be Globalization Ready</b> - Must support multiple languages and time zone settings and applications.</p>	
	<p><b>17. Must have Security and Reliability Features</b></p> <p><b>17.1 Operating System Security</b> - Must have security maintenance for system layer which ensures that the operating system runs smoothly and supports stable services at the application layer.</p> <p><b>17.2 Network Layer Security</b> - Must have a security policy at the network layer for network are as follows:</p>	

- The device, SMC, and MCU are deployed in the trusted zone, isolated from the Demilitarized Zone (DMZ) and the untrusted zone. Furthermore, firewalls are deployed for security domain division and access control.
- The device in the untrusted zone communicates with NEs in the trusted zone through the Switch Center (SC) in the DMZ.

**17.3 Firewall Technology (NAT) -** Must have a NAT (network address translation) that will protect the IP network by separating the internal and external network communication data.

**17.4 Traversal Between Public and Private Networks -** Must have a media latching and standard H.460 traversal technology to be used to set up secure video call connections between public and private networks and between private networks through the firewall.

**17.5 Must have a Web Request Authentication Feature**

- When a user requests access to a specified web page or submits a Servlet request, the endpoint checks whether the user's session identifier is valid and whether the user is authorized to perform the operation.
- The server implements the final authentication on the user.
- Before transmitting user-generated data to clients, the server verifies the data and encodes it using Hypertext Markup Language (HTML) to prevent malicious code injection and cross-site scripting attacks.
- Web security software is used to scan the web server and applications to ensure that there are no high-risk vulnerabilities.

**17.6 Secure Startup -** Must have a secure startup. During the startup process, the integrity of the U-Boot, kernel, and application software is verified level

	<p>by level to ensure that all software running on the device is valid, thereby ensuring the reliable and secure running of the device.</p> <p><b>17.7 Virus Scanning and Removal</b> - Must have a built-in antivirus application, that automatically checks APK files or apps, and uses the powerful antivirus engine on the cloud server to implement online virus scanning and removal. The local antivirus database is updated during off-peak hours to provide timely assurance for endpoints.</p> <p><b>17.8 Must have a System Management and Maintenance Security Features</b></p> <ul style="list-style-type: none"> <li>○ Software packages (including patches) are released only after they are scanned by at least five types of mainstream antivirus software and no issues are detected. In special cases, explanation is provided for alarms.</li> <li>○ All user operations and system exceptions are logged.</li> <li>○ A two-level certificate chain is supported to ensure the transmission security of confidential data.</li> </ul>	
	<p><b>18. Must have an Operations and Maintenance Features</b></p> <p><b>18.1 GUIs</b></p> <p><b>18.1.1 Must have Touchscreen.</b></p> <p>The device must have a touchable whiteboard collaboration system. The system must provide the following main functions:</p> <ul style="list-style-type: none"> <li>○ Projection</li> <li>○ Whiteboard collaboration and sharing</li> <li>○ Call and conference control.</li> <li>○ Microphone, camera, and speaker control.</li> <li>○ System Settings</li> <li>○ Device diagnostics and wallpaper change</li> <li>○ Application management</li> <li>○ File management.</li> </ul>	

**18.1.2 Must have Touch UI** - Can simply tap icons to perform basic operations, such as opening an app, turning on/off a camera, or adjusting the volume.

**18.1.3 Must have Web Interface** - The device can be remotely operated by the administrator from its web interface. The web interface allows simultaneous operations for up to 10 users through the same account.

However, only the last operation takes effect. The main functions available on the web interface are as follows:

- Conference
- Application
- Address book configuration.
- Device control
- System configuration
- Maintenance

**18.2 Must have a Maintenance and Upgrade Features**

**18.2.1 Must have Log Management**

- The device can record logs about user operations and system exceptions, this will help the administrator maintain the system and locate faults. Logs are stored as files. On the device web interface, the administrator can query, export, or delete all logs.

**18.2.2 Must have Device Diagnosis** -

The device can detect the hardware running status, network connections, audio input/output, video input/output, common parameter settings, and server registration status to help users locate faults.

**18.2.3 Must have Upgrading Functionality** - The device can be upgraded to fix

	<p>vulnerabilities and use new functions. The following upgrade methods must be supported:</p> <ul style="list-style-type: none"> <li>○ Manual upgrade of the device using the upgrade tool or web interface.</li> <li>○ Restore to factory defaults.</li> <li>○ With silent mode upgrading. The device is upgraded at a scheduled time without affecting services.</li> <li>○ The device can be upgraded in batches.</li> <li>○ The device upgrade can be paused and resumed.</li> </ul>	
	<p><b>19. MUST BE INTEGRATABLE WITH MS TEAMS, ZOOM AND GOOGLE MEET</b></p>	
	<p>***Nothing Follows***</p>	

# ***Section VIII. Checklist of Technical and Financial Documents***

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class "A" Documents***

##### Legal Documents

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

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **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

- (g) 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***

- (h) 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**

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



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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## *Section IX. Forms*

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

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**BID FORM**

Date: \_\_\_\_\_

Project Identification NO:

*To: Small Business Corporation  
17F-19F 139 Corporate Center  
139 Valero St., Salcedo Village  
Makati City*

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.

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.

**BID FORM**  
**G-2024-Video Conferencing-05**  
Page 2 of 2 pages

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Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**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.:** \_\_\_\_\_

To: Small Business Corporation  
17F-19F 139 Corporate Center  
139 Valero St., Salcedo Village  
Makati City

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, 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]*



**LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS,  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

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

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
<b>GOVERNMENT</b>							
<b>PRIVATE</b>							

**Note:**

State all ongoing contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

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

*Not to be submitted during the Opening of Bids but to be verified, ascertained and validated during post-qualification.*

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT  
(SLCC) SIMILAR TO THE CONTRACT TO BE BID**

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

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**THE PROSPECTIVE BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

Project Identification No. \_\_\_\_\_  
Philgeps Reference No. \_\_\_\_\_

**Eligibility Form**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY  
(Please show computation)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price of the services we are bidding. The amount is computed as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Company Authorized Representative)  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_

**PRICE SCHEDULE(S)**

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines.]*

**For Goods Offered from Within the Philippines**

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

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## *Section X. Terms of Reference*

Small Business Corporation  
INFORMATION TECHNOLOGY GROUP

**TERMS OF REFERENCE**

**PURCHASE OF THREE (3) UNITS VIDEO CONFERENCING EQUIPMENT  
FOR BOARDROOM, MANCOM AND TRAINING ROOMS**

I. OBJECTIVE

The objective of the project is to replace the existing video conferencing equipment in the boardroom, ManCom and training rooms which currently consist of an LCD/LED projector and a projection screen. This will help the Secretariat of each Committee in providing a stable video conferencing solution.

II. SCOPE OF WORK

The project calls for the installation and deployment of the following video conferencing equipment for the boardroom, Mancom and training rooms of SB Corporation:

1	Unit	86" VIDEO CONFERENCING SOLUTION
2	Units	65" VIDEO CONFERENCING SOLUTION

III. TECHNICAL SPECIFICATIONS

**Dual-Stream Capability**

• **Video meeting (video + presentation):**

1080p 30 fps+1080p 30 fps

1080p 30 fps+4K 8 fps

**Data meeting:**

1080p 30 fps, 4K 8 fps

• **Ports and Functional Modules**

1 x Audio Output (3.5 mm)

1 x Audio Input (3.5 mm)

1 x HD-AI audio input port

1 x HDMI HD video output port, and audio output

1 x HDMI HD video input port, which supports a resolution of up to 4K 30 fp

1 x HDMI HD video input port, which supports a resolution up to 4k 30 fps and audio input.

1 x USB Type-A port

1 x COM port

1 x TOUCH port

1 x Ethernet port (10/100/1000Mbit/s, full-duplex and half duplex supported)


1 x RESET button

1 x Ground point

1 x Ground point

- **Controller** – The controller and controller receiver can be configured. The Controller can be used to perform routine operations on multiple types of endpoints and provide convenient control functions.
  - **OPS** - The Open Pluggable Specification (OPS) is optional for endpoints. After an OPS is configured, endpoints can run the Windows operating system based on the OPS to install and run third-party software.
    - **Ports:**
      - 1 x RJ45 network port
      - 1 x DP display port
      - 1 x HDMI display port
      - 1 x LINE IN microphone jack
      - 1 x LINE OUT audio output port
      - 2 x Wi-Fi antenna port
      - 1 x USB 3.0 Type-C port
      - 2 x USB 2.0 Type-A port
      - 4 x USB 3.0 Type-A port
    - **Buttons:**
      - 1 x Power button
      - 1 x RECOVER button (one-click restoration button)
      - 1 x RESET button
    - Indicators:**
      - 1 x Hard disk indicator
      - 1 x Power indicator
  - **Must have an Ultra-HD Video Feature**

The device must have H.265 as the encoding and decoding protocol for both video and content, together with Video Motion Enhancement (VME), to deliver 1080p 30 fps video and 4K data conferencing experience.
  - **Must have a Hi-Fi Audio with the following features:**
    - Supports Acoustic Echo Cancellation (AEC), Automatic Noise Suppression (ANS), and Automatic Gain Control (AGC), as well as Voice Clear, Audio Enhancer, reverberation suppression, and lip synchronization.
    - Opus-related technologies are adopted, including Forward Error Correction (FEC), Backward Error Correction (BEC), Packet Loss Concealment (PLC), Net Automatic Transfer-Enhancement (netATE), and Audio Jitter Buffer (AJB).
    - Leverages the built-in microphone and 8-meter sound pickup for the clear, crisp audio, and supports an external microphone array for extending pickup distance.
  - **Must have Acoustic Baffle**

The device must support acoustic baffle, an intelligent technology that allows users to define the sound pickup scope to eliminate the impact of ambient noise and create a more personal meeting space.
- 

- **Must have a Smart Projection Feature**  
 The endpoint integrates an HD display that supports wired and wireless projection, allowing users to easily share audio, video, images, and files on mobile devices or PCs. The endpoint also supports reverse control and annotation, making projection and information interaction simple and efficient.
  - Wired Projection
  - Client Wireless Projection
  - DLNA Projection
  - Cast+ Wireless Projection
  - Reverse Control
  - BYOM Capable
- **Must have an Auto-Framing Feature**  
 With panoramic photography, the endpoint automatically adjusts its camera based on the number and position of attendees, in order to ensure the optimal panoramic view.
- **Must have a Voice Tracking Feature**  
 Voice tracking and face detection algorithms to detect and locate the sound source. Using this information, it automatically displays a close-up image of the speaker.
- **Must have a Whiteboard Collaboration Feature**  
 Must have a built-in whiteboard to enable collaboration between local and remote sites.
- **Must have a Wireless Connections Feature**  
 The endpoint supports 2 x 2 Wi-Fi technology (that is, 2-channel input and 2-channel output of Wi-Fi data), dual antennas, and dual bands (2.4 GHz and 5 GHz). The endpoint can serve as a Wi-Fi hotspot and connect to a Wi-Fi network as a client at the same time.
- **Must have a Bulletin Board Feature**  
 Various types of content can be displayed on the homepage of the device, including corporate culture operation instructions, administrative services, and welcome speeches. Content can be managed by level and can be flexibly defined based on application scenarios.
- **Must have a Welcome Page Feature**  
 The device includes the welcome page, which features three default welcome page templates. Users can customize the content and font of the welcome page and upload customized templates.
- **Must have a Pre-Installed Apps**  
 With common office apps pre-installed and provides a built-in app market where certain apps needed for audio-visual recording needs can be downloaded.
- **Must be Globalization Ready**  
 Must support multiple languages and time zone settings and applications.



## **Must have Security and Reliability Features**

- **Operating System Security**

Must have security maintenance for system layer which ensures that the operating system runs smoothly and supports stable services at the application layer.

- **Network Layer Security**

Must have a security policy at the network layer for network are as follows:

- The device, SMC, and MCU are deployed in the trusted zone, isolated from the Demilitarized Zone (DMZ) and the untrusted zone. Furthermore, firewalls are deployed for security domain division and access control.
- The device in the untrusted zone communicates with NEs in the trusted zone through the Switch Center (SC) in the DMZ.

- **Firewall Technology (NAT)**

Must have a NAT (network address translation) that will protect the IP network by separating the internal and external network communication data.

- **Traversal Between Public and Private Networks**

Must have a media latching and standard H.460 traversal technology to be used to set up secure video call connections between public and private networks and between private networks through the firewall.

- **Must have a Web Request Authentication Feature**

- When a user requests access to a specified web page or submits a Servlet request, the endpoint checks whether the user's session identifier is valid and whether the user is authorized to perform the operation.
- The server implements the final authentication on the user.
- Before transmitting user-generated data to clients, the server verifies the data and encodes it using Hypertext Markup Language (HTML) to prevent malicious code injection and cross-site scripting attacks.
- Web security software is used to scan the web server and applications to ensure that there are no high-risk vulnerabilities.

- **Secure Startup**

Must have a secure startup. During the startup process, the integrity of the U-Boot, kernel, and application software is verified level by level to ensure that all software running on the device is valid, thereby ensuring the reliable and secure running of the device.

- **Virus Scanning and Removal**

Must have a built-in antivirus application, that automatically checks APK files or apps, and uses the powerful antivirus engine on the cloud server to implement online virus scanning and removal. The local antivirus database is updated during off-peak hours to provide timely assurance for endpoints.

- **Must have a System Management and Maintenance Security Features**

- Software packages (including patches) are released only after they are scanned by at least five types of mainstream antivirus software and no issues are detected. In special cases, explanation is provided for alarms.
- All user operations and system exceptions are logged.
- A two-level certificate chain is supported to ensure the transmission security of confidential data.

**Must have an Operations and Maintenance Features**

**GUIs**

- **Must have Touchscreen.**

The device must have a touchable whiteboard collaboration system. The system must provide the following main functions:

- Projection
- Whiteboard collaboration and sharing
- Call and conference control.
- Microphone, camera, and speaker control.
- System Settings
- Device diagnostics and wallpaper change
- Application management
- File management.

- **Must have Touch UI**

Can simply tap icons to perform basic operations, such as opening an app, turning on/off a camera, or adjusting the volume.

- **Must have Web Interface**

The device can be remotely operated by the administrator from its web interface. The web interface allows simultaneous operations for up to 10 users through the same account.

However, only the last operation takes effect. The main functions available on the web interface are as follows:

- Conference
- Application
- Address book configuration.
- Device control
- System configuration
- Maintenance

### **Must have a Maintenance and Upgrade Features**

- **Must have Log Management**

The device can record logs about user operations and system exceptions, this will help the administrator maintain the system and locate faults. Logs are stored as files. On the device web interface, the administrator can query, export, or delete all logs.

- **Must have Device Diagnosis**

The device can detect the hardware running status, network connections, audio input/output, video input/output, common parameter settings, and server registration status to help users locate faults.

- **Must have Upgrading Functionality**

The device can be upgraded to fix vulnerabilities and use new functions. The following upgrade methods must be supported:

- Manual upgrade of the device using the upgrade tool or web interface.
- Restore to factory defaults.
- With silent mode upgrading. The device is upgraded at a scheduled time without affecting services.
- The device can be upgraded in batches.
- The device upgrade can be paused and resumed.

- **MUST BE INTEGRATABLE WITH MS TEAMS, ZOOM AND GOOGLE MEET**

#### **IV. PROJECT COST**

The approved budget for the contract (ABC) is Two Million Five Hundred Thousand Pesos (PHP2,500,000), inclusive of applicable taxes. The budget will be taken from ITG's approved 2024 budget.

#### **V. IMPLEMENTATION**

The project must be implemented by the installation, commissioning and training within ninety (90) calendar days upon receipt of the Notice to Proceed (NTP).

#### **VI. CRITERIA OF EVALUATION**

The qualified and responsive bidder/s must comply with the technical specifications stated in Item No. III and the bid price must not exceed the approved budget for the contract (ABC).

#### **VII. ELIGIBILITY REQUIREMENTS**

Supplier-Bidder must be an authorized Platinum-Level Partner (or equivalent), and authorized Reseller/Value-Added Reseller of the brand it is offering. Supplier-Bidder must submit supporting documents such as, but not limited to, Certification from the original manufacturer/distributor.

Supplier-Bidder must have at least two (2) active and currently employed support engineers duly certified by the original manufacturer/distributor. Supplier-Bidder must submit supporting documents such as Certificate issued to respective engineers.

Supplier-Bidder must have a physical office or offices in the Philippines. Supplier-Bidder must submit supporting documents such as a valid business permit from the Local Government Unit (LGU) where its office is located.

