

PHILIPPINE BIDDING DOCUMENTS

Procurement of Supply and Installation of LED Display at PEZA Business and Investment Center Building (PEZA-HO-2024-04)

Government of the Republic of the Philippines

2024

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

INVITATION TO BID FOR PROCUREMENT OF SUPPLY AND INSTALLATION OF LED DISPLAY AT PEZA BUSINESS AND INVESTMENT CENTER BUILDING (PEZA-HO-2024-04)

1. The **Philippine Economic Zone Authority**, hereafter referred to as “**The Procuring Entity**” through the **Corporate Budget for the Year 2024** intends to apply the sum of **Thirty Million Pesos (₱ 30,000,000.00)** being the ABC to payments under the contract for the **Procurement of Supply and Installation of LED Display at PEZA Business and Investment Building (PEZA-HO-2024-04)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Procuring Entity Authority now invites bids for the above Procurement Project. Delivery of the Goods is *required within the specified period stated in Section VI. Schedule of Requirements*. Bidders should have completed, within 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 the Procuring Entity and inspect the Bidding Documents at the address given below during Mondays to Fridays, 9:00am to 4:00am.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 01, 2024** from the given address and website(s) indicated at Item No. 14 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (₱ 25,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

Interested Bidders shall send an email at bacsec@peza.gov.ph for the issuance of an order of payment. **All PEZA transactions and fees can only be paid online** through <https://epay.peza.gov.ph>.

6. The Procuring Entity will hold a Pre-Bid Conference on **09 August 2024, 1:30 PM** at **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective Bidders.
7. Interested Bidders shall inform the PEZA-BAC, through its Secretariat, by sending an email at **bacsec@peza.gov.ph**, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.
8. **Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB)** must be duly received by the BAC Secretariat **through manual submission** at the office address indicated below, on or before **22 August 2024, 1:00 PM**. Late bids shall not be accepted.

To ensure the proper submission of bids, all bidders are required to submit a single, securely sealed and appropriately marked “Mother Envelope” containing all the necessary documents outlined in this ITB and Section VIII of the bidding documents. Each envelope must be clearly labeled and include the following details:

1. Name/Project Title of the contract to be bid;
2. Name and address of the bidder;
3. Recipient Bids and Awards Committee (BAC)/Procuring Entity (PE); and
4. “Do not open before [date/time of opening of bids]”

Contents of the Mother Envelope:

Envelope 1 (Original Copy)	Envelope 2 (Copy of Original Copy)
COPY 1: Technical Component Envelope Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Technical Component Envelope
COPY 1: Financial Component Envelope Must be in accordance to Section 8 of this Bidding Document	COPY 2: Copy of Financial Component Envelope
One (1) USB COPY	

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **22 August 2024, 2:00 PM** at the **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Zoom Teleconferencing. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

Activity	Schedule
Posting of Invitation to Bid	01 August 2024
Issuance and Availability of Bid Documents	01 August 2024 – 22 August 2024
Pre-Bid Conference	09 August 2024, 1:30 PM
Deadline for Submission of bids	22 August 2024, 1:00 PM
Opening of Bids	22 August 2024, 2:00 PM

11. The Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

*Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park,
Macapagal Avenue Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 232
www.peza.gov.ph*

13. You may visit the following websites: For downloading of Bidding Documents: *http://www.peza.gov.ph/bid-opportunities*

31 July 2024

(sgd)

ANIDELLE JOY M. ALGUSO
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority* wishes to receive Bids for the **Procurement of Supply and Installation of LED Wall at PEZA Business and Investment Building (PEZA-HO-2024-04)**

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of Php 30,000,000.00.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 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 1:30PM, 09 August 2024** at its physical address *PEZA Conference Room 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City* and/or through videoconferencing/webcasting via Microsoft Teams 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 **(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.
- 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 days. 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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none">a. Supply and Installation of LED Displayb. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed
12	The price of the Goods shall be quoted 8 th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with International Commercial Terms (INCOTERMS) for this project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none">a. The amount of not less than Php 600,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; orb. The amount of not less than Php 1,500,000.00 if bid security is in Surety Bond.

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>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Support and Services Department (SuSD).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. furnishing of tools required for assembly and/or maintenance of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 d. 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 e. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the

	<p>prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. 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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Five (5) years from receipt of notice to proceed.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months of placing the order.</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p>

	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.
	<p>Intellectual Property Rights –</p> <p>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.</p>
	<p>Regular and Recurring Services –</p> <p>[<i>In case of contracts for regular and recurring services, state:</i>] “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	The terms of payment shall be as follows: <i>(Please refer to payment terms under Section VII)</i>
4	The inspections and tests that will be conducted as specified in Section VII. Technical Specifications.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1 LOT	Procurement of Suppy And Installation of LED Display for the New PEZA Business and Investment Center Building	1	1	Within 90 calendar days upon receipt of Notice to Proceed

The period for the performance of the obligation under the Contract shall not be beyond the validity of the corresponding appropriations for the Project

I hereby certify to comply and deliver all the above requirements

Name of Company/ Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance <i>(Bidders must state either "Comply" or "Not Comply")</i>
1 lot	<p>I. PROJECT DESCRIPTION</p> <p>Project Name: Supply and Installation of LED Display for the New PEZA Business and Investment Center Building</p> <p>Location: PEZA BIC Building, Roxas Blvd., corner San Luis St., Pasay City</p> <p>Approved Budget for the Contract (ABC): Php 30,000,000.00</p> <p>Project Duration: 90 Calendar Days</p>	
	<p>II. OBJECTIVE</p> <p>This Technical Specifications has been compiled by the Philippine Economic Zone Authority (PEZA) solely for the supply and installation of the LED display, at the most feasible, possible time and within the indicated budget.</p> <p>The Supplier must, whether or not it is specifically referred to in the Conditions of Contract and/or technical specifications, shall provide all equipment, temporary works, labor, materials, tools, works, skills, expertise, services and transport necessary to provide all detailed engineering design, supply and installation of LED display and its safe, efficient and satisfactory completion and operation.</p>	
	<p>III. SCOPE OF SERVICES</p> <p>The guidelines for the procurement and implementation of contracts for goods and services shall be governed by Annex "D" of the 2016 Revised Implementing Rules and Regulations of RA 9184 otherwise known as the "Government Procurement Reform Act".</p>	

	<ol style="list-style-type: none"> 1. The project covers the supply and installation of LED display for the new PEZA BIC Building. 2. Technical analysis on structural, electrical and electronics engineering including actual site investigations shall be required. 3. A complete set of Civil / Structural / Architectural, Electrical, and Electronics plans in appropriate scales indicating all necessary details shall be furnished by the Supplier. 4. The Supplier shall be responsible to deliver the expected outputs within the bounds of the approved project design and construction schedule upon receipt of Notice to Proceed. The Supplier shall then proceed with the construction of the project under the terms and conditions set forth herein. 5. Upon Project Completion and Acceptance in accordance with the terms and conditions set forth herein, the Supplier shall turnover the completed project to the procuring entity for proper disposition. 	
	<p>The Supplier, by submitting their bid, represents that:</p> <ol style="list-style-type: none"> 1. They have thoroughly read and examined carefully understands fully all the bid documents and their bid will be in accordance therewith. 2. The bid is based upon the conditions and requirements of the bid documents without exception. 3. They had visited and inspected the Site of Works and its surroundings, and have considered all matters pertaining to the project, including the location and the nature of the work; climatic conditions; the nature and condition of the site; transportation and communication facilities; the requirement and the availability of materials, labor, water, electric power and roads; the locations and extent of aggregate sources, and other factors that may affect the cost, duration and execution of the work; that he has determined the general characteristics of the project and the conditions indicated above. 4. They are aware that the project shall be 90 calendar days reckoned seven (7) days from the date of the Notice to Proceed. 	
	<p>General Requirements</p> <ol style="list-style-type: none"> 1. The work covered under this contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project. 	

	<ol style="list-style-type: none"> 2. The Supplier shall be responsible for carefully examining, comparing and verifying the data furnished by the plans and specifications, the Supplier shall submit the matter to PEZA or authorized representative for the proper explanation or necessary correction, before any adjustment shall be made. Any adjustment by the Supplier without such determination shall be at his risk and expense. 3. Omitted or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications. 4. PEZA may, from time to time, make changes in the specifications and construction drawings. However, if the cost to the Supplier shall be materially increased by such change, the PEZA shall pay the Supplier for the reasonable cost in accordance with the changes. 5. All materials shall be new and free from defects and imperfection. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and acceptable manner in strict accordance with the requirements of the plans and specifications. 6. When called for, the Supplier shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles to be incorporate in the work. The Supplier shall furnish, for PEZA's approval, all samples whenever required. 7. Any alteration or revision of material usage without approval from PEZA shall make the Supplier responsible and liable in terms of guarantee, workmanship and defects. 8. Defective workmanship shall be remedied by the Supplier, at their expense. They shall not be entitled to any payment hereunder until defective workmanship has been remedied. 9. The Supplier shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the property. They shall make good any such damage, injury or loss 	
	<p>Site Preparation and Mobilization</p> <ol style="list-style-type: none"> 1. The Supplier shall visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered from failure to verify and know actual site conditions. 	

	<ol style="list-style-type: none"> 2. The Supplier shall protect adjacent properties, persons, shrubs, trees, lawns, structures, and utilities against harm or damage. 3. The Supplier shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project. 4. All materials and plant equipment should be delivered to site and stored in as secure place, in a manner acceptable to owner. 5. The Supplier shall execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness in the project area throughout the duration of the contract. 																																					
	<p>IV. DETAILED SCOPE OF WORKS</p> <p>Using the conceptual design as preliminary basis, the Supplier shall prepare and submit the plans, bill of quantities, technical specifications and all other documents necessary to complete the project. The Supplier provide the Civil / Structural, Architectural, Electrical, Electronics designs necessary for the supply and installation of the LED display.</p> <p>Once the review and design of the LED display is accepted and approved by PEZA through the submitted plans, specifications and bill of quantities, the Supplier proceed with the installation of the LED display. In no circumstances shall the Supplier install / construct any features of the project which is not in conformity with the approved plans, specifications including quantities thereof.</p>																																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">ITEM DESCRIPTION</th> <th style="width: 10%;">QTY</th> <th style="width: 20%;">UNIT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>GENERAL REQUIREMENTS</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Mobilization / Demobilization</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">lot</td> </tr> <tr> <td></td> <td>Occupational Safety and Health Program, PPEs, Signages</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">lot</td> </tr> <tr> <td></td> <td>Local Permits and Clearances (i.e. Signage Permit)</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">lot</td> </tr> <tr> <td></td> <td>Design, Detailed Plans</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">lot</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">B</td> <td>SUPPLY AND INSTALLATION OF LED DISPLAY</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Civil / Structural Works</td> <td></td> <td></td> </tr> </tbody> </table>		ITEM DESCRIPTION	QTY	UNIT	A	GENERAL REQUIREMENTS				Mobilization / Demobilization	1.00	lot		Occupational Safety and Health Program, PPEs, Signages	1.00	lot		Local Permits and Clearances (i.e. Signage Permit)	1.00	lot		Design, Detailed Plans	1.00	lot					B	SUPPLY AND INSTALLATION OF LED DISPLAY				Civil / Structural Works			
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		Framing System (Aluminum Composite Panel)	1.00	lot
		Electronics Works		
		Roughing-ins, fittings and other accessories	1.00	lot
		Outdoor Fixed LED Display 23M (L) x 11M (H)	1.00	lot
		LED Type: SMD		
		Cabinet Size: 960 x 960mm		
		Cabinet Resolution: 120x120		
		Module Size: 320 x 160mm		
		Pixel Pitch: P8		
		Pixel Density: 15,625 dots / sq.m.		
		Refresh Rate: Min. 1680 Hz		
		Brightness: Min. 4,500 CD / sq.m.		
		View Angle: Min. 120 degrees		
		Min. View Distance: 8 meters		
		IP Rating: IP67		
		Lifespan: Min. 100,000 hours		
		LED Inclusions:		
		Brightness Sensor		
		Laptop with LED Software		
		Intel Core i5, min. 4GB RAM, min. 256 SSD		
		Power Distribution Box		
		Sending Card		
		Receiving Card/s		
		Spare Parts		
		Module, PSU, LED Lamps (100 pcs), IC (50 pcs)		
		Media Player with Skin Editor		
		Electrical Works		
		Roughing-ins, fittings and other accessories	1.00	lot
		Power Supply System including Waveform Filters	1.00	lot
		E OTHER INCLUSIONS		
		Supply, installation and delivery	1.00	lot
		Testing and Commissioning	1.00	lot
		Training and Support for Five (5) Personnel	1.00	lot
		Warranty for Two (2) Years for Parts and Services	1.00	lot
		Less 48hrs response time for services		

	<p>V. APPROVED BUDGET FOR THE CONTRACT</p> <p>The Supplier shall ensure that the required works do not exceed the Approved Budget for the Contract (ABC) amounting to Php 30,000,000.00 (inclusive of VAT). All other incidental works that might arise are deemed included and to the account of the Firm. The project should be completed within 90 calendar days.</p>	

I, (Name of Representative), (Designation) of (Company / Bidder Name), hereby certify to comply and deliver all the above-mentioned requirements.

<i>Signature over Printed Name of Company Representative:</i>	
<i>Company / Bidder</i>	
<i>Address</i>	
<i>Telephone Number</i>	
<i>Email Address</i>	
<i>Date</i>	

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) Duly signed Schedule of Requirements in accordance to Section VI of this bid document; **and**
- (g) 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

- (h) 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

- (i) 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

(j) Original of duly signed and accomplished Financial Bid Form; **and**

(k) Original of duly signed and accomplished Price Schedule(s).

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

(l) *[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.

(m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

