PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Procurement of UP Mindanao Smart Library (PBM 2024-16)

Date Issued: November 22, 2024

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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

University of the Philippines Mindanao



Administration Building, Mintal, Davao City 8022, Philippines T:293-0863 + 63 82 293 0863 E: bacsecretariat.upmindanao@up.edu.ph

INVITATION TO BID FOR THE PROCUREMENT OF UP MINDANAO SMART LIBRARY (PBM 2024-16)

1. The *University of the Philippines Mindanao (UP Mindanao)*, through the GAA, General Fund 101 and Free Higher Education Subsidy intends to apply the sum of *Ten Million Mesos only [Php10,000,000.00]* for the **Procurement of UP Mindanao Smart Library**(with project identification number PBM 2024-16) being the ABC to payments under the contract consisting of two (2) lots:

| Item Number | Description | Quantity | Approved Budget |
|----------------|--|----------|--------------------|
| LOT 1 | UP MINDANAO SMART LIBRARY (SMART DIGITAL SECURITY GATE SYSTEM AND DIGITAL LIBRARY SELF SERVICES) | 7 | Php9,190,000.00 |
| LOT 2 | UHF RFID TAGS | 30,000 | Php810,000.00 |

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The *UP Mindanao* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of Notice to Proceed (NTP). Bidders should have completed, within *five* (5) *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.

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 *University of the Philippines Mindanao (UP Mindanao)* and inspect the Bidding Documents at the address given below during *office hours Monday-Friday 8:00AM-5:00PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting November 22, 2024 from the given address and website(s) below *during office hours* and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount listed below:

| Approved Budget for the Contract | Maximum Cost of Bidding Documents (in Philippine Peso) | |
|--------------------------------------|--|--|
| | (III I IIII)pine I esoj | |
| More than 5 Million up to 10 Million | 10,000.00 | |

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in any of the following: presented in person, by facsimile, or through electronic means.

- 6. The *UP Mindanao* will hold a Pre-Bid Conference on **December 3, 2024 at 10:00 A.M.** through video conferencing or webcasting *via Zoom* which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat on or before **December 20, 2024** at 10:00 A.M. either manually or electronically.

Manual submission should be to the office address indicated below:

The BAC Secretariat G/F Administration Building, UP Mindanao Mintal, Davao City 8022

Electronic or online submission of bids should be submitted to the official email below:

bacgoods.upmin@up.edu.ph

It should follow the attached Supplemental Guidelines. The printed copies shall be submitted during the post-qualification.

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 **December 20, 2024 at 10:00 A.M.** at the Conference Room, 2F Administration Building, UP Mindanao, Mintal, Davao City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity in person or through video conferencing/webcasting.
- 10. Bidders are requested to submit two (2) copies of their bids in addition to the original set of bidding documents.
- 11. The *UP Mindanao* 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 contact:

The BAC Secretariat bacsecretariat.upmindanao@up.edu.ph

13. You may visit the following websites for downloading of Bidding Documents: www2.upmin.edu.ph and www.philgeps.gov.ph.

November 22, 2024

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, UP Mindanao wishes to receive Bids for the **Procurement of UP Mindanao Smart Library** with project identification number PBM 2024-16.

The Procurement Project (referred to herein as "Project") is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below: in the amount of *Php10,000,000*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 *five* (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 120 calendar days from the bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | |
|---------------|--|--|----------|---------------------------|
| 5.3 | For this purpose, contracts similar to the Project shall be: | | | |
| | a. Supply of Smart Library. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. | | | |
| 7.1 | Not applicable | | | |
| 12 | The price of the Goods shall be quoted DDP [Place of destination: University Library, UP Mindanao, Mintal, Davao City] or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond. | | | |
| 19.3 | Two (2) lots with a total approved budget for the contract (ABC) amounting to <i>Php 10,000,000.00</i> . | | | |
| | Item Number | Description | Quantity | Approved Budget |
| | LOT 1 | UP MINDANAO SMART LIBRARY (SMART DIGITAL SECURITY GATE SYSTEM AND DIGITAL LIBRARY SELF SERVICES) | 7 | Php9,190,000.00 |
| | LOT 2 | UHF RFID TAGS | 30,000 | Php810,000.00 |
| 20.2 | [List here any licenses and permits relevant to the Project and the corresponding law requiring it.] | | | |
| 21.2 | _ | any additional contract docu existing laws and/or the Pro | | o the Project that may be |



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|---------------|--|
| 1 | [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted amended, or retained depending on its applicability to this Contract:] |
| | Delivery and Documents – |
| | For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: |
| | For Goods supplied from abroad: "The delivery terms applicable to the Contract are DDP delivered to the UP Mindanao, Mintal, Davao City. In accordance with INCOTERMS." |
| | For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract are delivered to the University Library Building, UP Mindanao Mintal, Davao 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." |
| | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). |
| | For purposes of this Clause the Procuring Entity's Representative at the Projec Site is Ms. Merlyn Castañeros – University Librarian. |
| | Incidental Services – |
| | The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest. |
| | a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; |
| | c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 |

- 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.
- f. [Specify additional incidental service requirements, as needed.]

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years [three times the warranty period].

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

Packaging -

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

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

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

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

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

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

Intellectual Property Rights -

4

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

- 2.2 The terms of payment shall be as follows: delivery of the Goods/Services and accepted in accordance with prevailing accounting and auditing rules and regulations
 - The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Approved Budget | Delivered, Weeks/Months |
|----------------|-----------------------|----------|--------------------|----------------------------|
| | | | 8 | |
| LOT 1 | UP MINDANAO SMART | 7 | Php9,190,000.00 | Two Months |
| | LIBRARY (SMART | | _ | |
| | DIGITAL SECURITY GATE | | | |
| | SYSTEM AND DIGITAL | | | |
| | LIBRARY SELF | | | |
| | SERVICES) | | | |
| LOT 2 | UHF RFID TAGS | 30,000 | Php810,000.00 | Two Months |

Section VII. Technical Specifications

| "Comply" or "Not Comply" agains each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross referenced to that evidence. Evidence shall be in the form of manufacturer, un-amended sales literature unconditional statements of specification and compliance issued by the manufacturer, samples independent test data etc., as appropriate. A statement that is no supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the | Item | Specification | Statement of Compliance |
|---|------|---------------|--|
| the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for | | | corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and crossreferenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable |

TECHNICAL SPECIFICATIONS

| Item | Specification | Statement of |
|------|---|--------------|
| LOT | SMART DIGITAL SECURITY GATE SYSTEM AND | Compliance |
| 1 | DIGITAL LIBRARY SELF SERVICES | |
| | Item 1: One(1) Unit UHF SECURITY GATE | |
| | A.) Hardware and Software Specifications | |
| | All in One Design: With built in control box, LED | |
| | Status, Motion Sensor, RFID Antenna, RFID Reader, | |
| | Counter Sensor, Audio Status | |
| | • Two (2) Panels One (1) Lane | |
| | Light Diffusion Acrylic Design: Controllable RGB LED Lighting that can lit-up to display hundreds of different | |
| | colors | |
| | • Size: 173 cm Height, 36 cm width, 12 cm depth (maximum) | |
| | Operating Frequency: 918-928 MHz, ISO 18000-6C, EPC class1 Gen 2 | |
| | RFID Tag Compatibility: UHF 860-960 MHz, ISO | |
| | 18000-6C, EPC Class 1 Gen 2 | |
| | Material: PVC and Acrylic | |
| | Alarm Indicators: | |
| | Visual: Flashes the color Red at the dual security gate system when Spotting unchecked items taken out of library | |
| | Audio Alarm: A Talking dual gate audio system that commands and gives instructions to user once alarm is triggered | |
| | Communication: TCP/ IP or USB | |
| | Detection Orientation: Horizontal, Vertical, Diagonal | |
| | (3D Dimensional) | |
| | Detection Range: up to 3 meters | |
| | • Input Power -: 220 volts | |
| | • UPS | |
| | B.) FEATURES | |
| | Orientation: Insensitive library asset read zone Multiple library assets processing capability | |
| | 3. Long Range Detection: For up to 3 meters | |
| | 4. Visual and Audio Theft Preventive Alarms | |
| | 5. Movement Directional and Counter Sensors | |
| | 6. Controllable RGB LED Lighting | |
| | 7. Stand-alone operation during blackout | |
| | 8. Real time monitoring and report generation9. Connectivity with LMS via SIP2 protocol or API | |
| | 10. Library assets - Books, Tape, CD/DVD, Video | |
| | 10. Diotary assets - Dooks, Tape, CD/D VD, Video | |

Cassette will not be damaged during passing gate

11.Integration with CCTV Surveillance System Integration with Flap Gate

Item 2: One(1) Unit FLAP ACCESS BARRIER

• Steel Flap Material: Acrylic

• Drive Motor : DC brushless motor

Channel Width : 500-600mmPass Speed : 40 Persons/Min.

Power Supply : 220Vac 50Hz or 110Vac 60Hz
 Input Interface : Switch Volume or 12V Level

• Gate Open while Power Off : Yes

• Communication Interface: RS485

• UPS : 1000V A

- Identification Compatibility: Omidirectional Barcode Scanner: Codaber (NW7), Code11, Code128, Code32, Code39, Code 93&93i, GS1 Standard, (formerly EAN/UCC) Contactless Smartcard Reader: ISO 14443A, ISO15693
- Product Size: 1400*300*1000mm (maximum)
- Material : SUS 304 Stainless Steel
- Thickness: Top:1.5mm+body 1.0mm
- Passage Direction: Single Directional/Bi-directional
- Sensor: 3 Pairs of Active Infrared Intrusion Detector
- Throughput Rate: 30~35p/m
- Reaction Time: 0.2S
- Driving Voltage: DC24V 6.25A
- Mechanism : Half High Flap Gate Mechanism
- Back-up Power : Supercapacitor(12V/3A)
- Indication : LED Direction Indication
- Acoustic Alarm : Buzzer Alarm
- LED: Triple Color LED One Lane / two panels

FEATURES

- **1.** Provide normally open / normally close to satisfy management request
- **2.** Compatible with RF card readers, barcode readers
- **3.** Equipped with infrared photocell, alarm while unauthorized entry or tailgating attempts, together with anti-strike function to protect pedestrian
- **4.** Lock automatically while the pedestrian not pass the lane in the pre- set time after the flap opened. The passing time is adjustable
- **5.** Support gate open while power failure and recover N/C mode after power on
- **6.** Reversed passing alarm function, barrier will alarm if pedestrian pass from opposite direction after reading

the card

- 7. Real time monitoring and report generational
- 8. Connectivity via LMS or other
- **9.** Designed to control pedestrian entering and exiting, double brushed surface treatment, dust-proof, rustproof, rainproof design, suitable for indoor and outdoor use, easy to integrate with other read/write devices

Item 3: One(1) Unit UHF RFID STAFF STATION

- All in One Design LED Status, USB Port, Computer Connect, RFID Reader Barcode Scanner, Shelve Antenna
- Operating Frequency UHF 918-928 MHz, ISO 18000-6C, EPC Class1 Gen2
- RFID Tag Compatibility UHD 860-960 MHz, ISO 18000-6C, EPC Class1 Gen2
- Material Casing PVC and Acrylic
- Security Mode AFI, EAS
- Communication TCP / IP or USB
- Functions Read / Write
- Detection Range > 30 cm Input Power 220 volts

FEATURES

- 1. Manage member and Library assets
- **2.** Multilingual Graphical user interface specifically English
- **3.** Orientation: Insensitive library asset read zone
- **4.** Multiple library assets processing capability
- **5.** Connect with computer or laptop
- **6.** Software: Tagging and Read Mode via LMS
- **7.** Software: Borrow and Return Mode via LMS Connectivity with LMS via SIP2 Protocol or API

Item 4: One(1) Unit INVENTORY HANDHELD READER

- Touchscreen 1.1mm Thickness Tempered Glass/ 10-dot; 1D/ 2D
- Barcode Scanner; Hot Swapping Battery Pistol Style
- Operation System: Android 12.0 minimum
- CPU: Quad Core Cortex A17/1.8 GhZ
- GPU Arm Mali-T764/High Performance 3D Engine
- RAM+ROM 2G +32G
- LCD 5.0 Inches/1280×720/IPS/180deg View Angle
- Size 160mm×82mm×129mm maximum
- Weight 640g Battery Included maximum
- Read Distance > 8m or better
- Audio Large Speaker Stereo System
- Vibration Button Style 10mm Diameter
- Protocol ISO / IEC 18000-6C 6B EPC Global c1 Gen 2
- Frequency: 918-928 MHz

- UHF Antenna 3dBi.
- Peak Inventory Speed >500 Tags
- Output Power 0-33dBm
- Charge Indicator Bicolor LED
- WiFi/Bluetooth /4G
- USB Interface Micro USB/Molex Connection / Operating Life 10,000 Cycles
- Card Slots Nano Sim Card slot /TF Card Slot
- Power 6,000 mAh Chargeable Li-polymer Battery
- Buttons Power / Volume

FEATURES

- 1. Powerful Hardware Configuration to ensure applications like Massive Data Collection, 3D Real-Time Display
- 2. Top class materials like CNCaluminum, PC+Abs body with 1.1 mm thickness tempered glass, excellent heat dissipation plus electromagnetic shielding features
- 3. Industrial grade components plus super long-life cycles
- 4. Ultra-long operating time
- 5. High End UHF RFID Engine
- 6. Best performance and excellent multi tag identification ability
- 7. Outstanding industrial design
- 8. Excellent Mechanical Protection
- 9. Safe drop height 1.6m with IP64 protection grade
- 10. Book Inventory; Book Search; Book Management function use with UHF RFID System

Item 5: One(1) Unit UHF RFID SELF CHECK KIOSK

- Operating Frequency: UHF 920-928 MHz (Philippines) ISO 18000-6C, EPC Class1 Gen2
- RFID Tag Compatibility: UHF 850-960 Mhz, ISO 18000-6C, EPC Class1 Gen2
- Security Mode: AFI, EAS
- Display: 23" LED Capacitive Touch Screen (Full HD 1920x1080 @60Hz
- Audio: Stereo
- Camera: Front Camera Photo (Up to 5MP)
- Receipt Printer: Direct Thermal with Auto-Cutter Print resolution 203 dpi, Print Speed up to 300 mm./sec
- Identification Compatibility: Omidirectional Barcode Scanner: Codaber (NW7), Code11, Code128, Code32, Code 39, Code 93&93i, GS1 Standard, (formerly

EAN/UCC) Contactless Smartcard Reader: ISO 14443A, ISO15693

Detection Range : >30cmCommunication : TCP/IP

UPS: 1000 VA

• Input Power : 220 Volts

• Compliance : FCC/CE/EN/ESTI/

FEATURES

- **1.** Borrow, return and renew library assets with touch interactivity
- 2. Multi-lingual graphical user interface
- 3. Orientation-insensitive library asset read zone
- 4. Multiple library assets processing capability
- 5. User authentication via advanced identification technology
- **6.** Proof of transaction via physical and electronic receipt
- 7. User image capture via camera
- **8.** Real time monitoring and report generation
- 9. Stand alone operation during power failure
- 10. Interactive tutorial and user guidance tool
- **11.** Printer resolution at least 200 dpi and can cut paper automatically
- **12.** All in one self-service library kiosk

Item 6: Three(3) Units BOOK RETURN KIOSK

- Operating Frequency: UHF 920-926 MHz (Philippines) ISO 16000-6C, EPC Class1 Gen2
- RFID Tag Compatibility: UHF 660-960 MHz ISD 18000-6C, EPC Class1 Gen2
- Security Mode : AFI, EAS
- Display : 23" LED Capacitive Touch Screen

(Full HD

1920x1080 @ 60Hz)

• Audio : Stereo

• Camera : Front Camera Photo (Up to 3MP)

Inside Camera

Photo (Up to 3MP)

 Receipt Printer : Direct Thermal with Audio-Cutter Print resolution 203 dpi, Print Speed up to 300 mm/sec

 Identification Compatibility: Barcode and QR Code Scanner Codaber

(NW7), Code11, Code128, Code32, Code39, Code 93&93i, GS 1 Standard, (formerly EAN/UCC) Contactless Smartcard Reader Mifare 1356 Mhz ISO 14443A, ISO15693

• Sensor : Auto Shutter Sensor, Smart

Conveyer Sensor,

Book, Bin Sensor

Communication : TCP/IP
 UPS : 1000 VA
 Input Power : 220 Volt

• Compliance : FCC/CE/EN/ESTI/

FEATURES

- Return library assets with touch interactivity
- Multi-lingual graphical user interface
- Multiple library assets processing capability
- User authentication via advanced identification technology
- Proof of transaction via physical and electronic receipt
- User and library asset, image capture via camera
- Book bin level sensor
- Auto Shutter sensor
- Non-library asset feedback
- Real time monitoring and report generation
- Stand-alone operation during power failure
- Interactive tutorial and user guidance tool
- Smart conveyor and built in sensors
- The book return experience the newer and smart way
- Large touch screen and simple interface allow for easy touch interactivity
- System Support 24/7 days' book return
- Kiosk can be moved to desired location conveniently
- All in one Self Service library asset return kiosk

Item 7: One(1) Unit **SMART MEETING ROOM WITH BOOKING SYSTEM (SOFTWARE AND HARDWARE)**

FRONT -END MEMBER SYSTEM

- 1. System Platforms
- 1.1 Can use system on PC, smartphones, and tablets
- 2. Member System
- 2.1 Member registration
- 2.2 Member information
- 2.3 Edit member information
- 2.4 Reset password
- 2.5 Member login
- 2.6 Booking list
- 2.7 Booking information
- 3. Booking System
- 3.1 Can book rooms in accordance with user

permission

- 3.2 Search available rooms for booking
- 3.3 Filter and sort search
- 3.4 Fast booking
- 3.5 Cancel booking prior to booking time
- 3.6 Cancel booking automatically if not check-in within specified check-in time
- 3.7 Extend room booking time
- 3.8 Notification alerts to booker and invited users when complete booking
- 3.9 Notification alerts to booker and invited users prior to booking time
- 3.10 Display room information
- 3.11 Display room amenities
- 4. Webpage Information System
- 4.1 Display banner slides
- 4.2 Display information sections
- 4.3 Display "how to book"
- 5. System Language
- 5.1 Support multiple languages
- 6. Access log system
- 6.1 System usage log
- 6.2 Room booking log
- 7. Integration System
- 7.1 Integrate with 3rd party member authentication system
- 7.2 Can integrate with 3rd party system via API necessary
- 7.3 Real-time data exchanges between systems and devices

FRONT-ROOM DEVICE

- 1. Device Main Functions
- 1.1 Member
- 1.2 Booking
- 2. Information Display System
- 2.1 Display room availability
- 2.2 Display next booking
- 2.3 Display time up soon booking
- 2.4 Clear user interface design using appropriate color

indications book

occupied room, available

room etc.

- 2.5 LED bar to indicate occupied room, available room etc.
- 3. Check-in System
- 3.1 Check-in using Mifare / QR Code / Barcode / PIN
- 3.2 Check-in with existing member cards
- 3.3 Cancel booking automatically if not check-in within specified check-

in time

- 3.4 Capture user picture when checking-in
- 4. Access Control System
- 4.1 Can control electromagnetic lock open / close
- 5. System Language
- 5.1 Support multiple languages
- 6. Integration System
- 6.1 Integrate with 3^{rd} party member authentication system
- 6.2 Can integrate with 3rd party system via API as necessary
- 6.3 Real-time data exchanges between systems and devices
- 7. Access Log System
- 7.1 Room usage log

IN-ROOM DEVICE

- 1.Manage Booking System
- 1.1 Display current booking
- 1.2 Alert prior to end of booking time
- 1.3 Extend room booking time
- 1.4 End booking time early
- 1.5 Contact support
- 1.6 Satisfaction survey
- 2. System Language
- 2.1 Support multiple languages
- 3. Integration System
- 3.1 Integrate with $3^{\mbox{rd}}$ party member authentication system
- 3.2 Can integrate with 3rd party system via API as necessary
- 3.3 Real-time data exchanges between systems and devices

BACK-END STAFF SYSTEM

- 1. Login System
 - 1.1 Login page
 - 1.2 Login permission authentication
 - 1.3 Access log
- 2. User Permission System
 - 2.1 Add, edit, and delete user permissions
- 3. Rook Booking System
 - 3.1 Add, edit, and delete locations
 - 3.2 Add, edit, and delete rooms
 - 3.3 Add, edit, and delete room details such as room description, location,

amenities, booking conditions, and maximum occupancy

- 3.4 Can authorize or reject booking
- 4. Contact Support System
 - 4.1 Support dashboard
 - 4.2 User help pop-up notification alert
 - 4.3 Help request details
- 5. Satisfaction Survey System
 - 5.1 Survey report dashboard
 - 5.2 Add, edit, and delete survey questionnaires
 - 5.3 Export survey report in word, excel, and PDF
- 6. Banner Slide System
 - 6.1 Add, edit, and delete banner slides
 - 6.2 Set time to show or hide banner slides
- 7. Reporting System
 - 7.1 Dashboard reports
 - 7.2 Room usage reports
 - 7.3 User reports
 - 7.4 Statistical reports
 - 7.5 Filter and sort reports
 - 7.6 Export reports in word, excel, and PDF
- 8. Staff Management System
 - 8.1 Add, edit, and delete staff
 - 8.2 Login permission restriction
 - 8.3 Permission setting
- 9. System Language

- 9.1Support multiple languages
- 10. Integration System
 - 10.1 Integrate with $3^{\mbox{rd}}$ party member authentication system
 - 10.2 Can integrate with 3rd party system via API as necessary
- $10.3\ \mbox{Real-time}$ data exchanges between systems and devices
 - 11. Access Log System
 - 11.1 System usage log
 - 11.2 Room booking log
 - 11.3 Reporting log
 - 11.4 Exporting in word, excel, and PDF

HARDWARE

- 1 Unit LCD INTERACTIVE WHITEBOARD
- -At least 49" min; HD resolution remote session interactive teaching

wireless transmission screen, multi touch

- -At least Smart rotation split screen, video conference, 10 point touch
 - -At least Windows and android, MAC OS
 - -At least 4GB RAM, 32 GB ROM, 4K resolution preferred
 - -At least with moving bracket
 - 1 Unit ANDROID TABLET WITH LIGHT BAR
 - -At least 10" with touch screen
 - -At least CPU RK3566 Quad core, cortex A55 1.8G hz, RAM 4GB internal

memory 64GB

-At least OS android 11 Minimum, 10 points touch resolution 1280 x 800

minimum)

- -At least Network Wifi Ethernet, Bluetooth
- Interface USB Card slot, RJ45, media play audio and video format
 - 1 Unit L-SHAPED ANDRIOD TABLET
 - -At least 10" with touch screen minimum
 - -At least CPU RK3566 Quad core, cortex A55 1.8G hz, RAM 4GB internal memory 64GB
 - -At least OS Android 11 minimum, 10 points touch resolution 1280x800

minimum

- -At least Interface USB Card slot, RJ45, media play audio and video format
 - -At least Network WiFi Ethernet, Bluetooth

LOT 30,000 Pcs. **UHF RFID TAGS**

2 **Specifications:**

1. Operating Frequency: UHF 918-928 MHz, ISO 18000-6C, EPC Class1 Gen2

2. Operating Mode : Passive

3. Functionality : Read/Write

4. Memory :EPC 256 Bits, User Memory 512 Bits, Unique TID 96 Bits, Kill Password 32 Bits

5. RFID Tag Compatibility: UHF 860-960 MHz, ISO 18000-6C, EPC Class1 Gen2

6. Security Mode : AFI Bits, EAS Bits

7. Data Retention : 10 years minimum

8. Programming Cycles: 100,000 Cycles

9. Label Size : 160x8mm maximum

10. Antenna Size : 157x3.5mm

11.Release Liner Size : 178x8mm

12. Inlay Substrate: Special PET

13. Antenna Material : Silver

14.Conductive Ink: Double Sided Adhesive

15.Operating Temperature: -40^C to +70^C, Storage Temperature -25^C to 50^C

FEATURES

- 1. 918-928 MHz Frequency Optimized
- **2.** Read Range Tune and Optimized
- 3. Large Memory Banks
- 4. EAS and AFI Bits
- **5.** 10 years Data Retention
- **6.** 100,000 Programming cycles
- **7.** Optimized design with tail
- **8.** Designed for book tagging, library and document management
- **9.** Must be compatible with Items 1- 6 of Lot 1.

Training Requirement: Intensive training to library staff for the utilization of the system which includes proper techniques in book tagging, inventory, circulation. Operation proper maintenance and troubleshooting of the services and hardware.

Warranty: Two years' warranty on parts and labor after user acceptance, unlimited remote technical support, quarterly maintenance service within warranty period.

Vendor Requirements:

- 1. The product or vendor must be at least an **ISO 29110** compliant with **SGS Certification** or equivalent and must submit the document
- 2. Bidder, local or foreign should have proven expertise and have already installed in the last (3) years immediately preceding this bidding, an operational **Smart Digital Library** that combines innovation and connectivity in Library Management like KOHA or equivalent
- 3. Bidder, local or foreign, shall submit a list of their installed **Smart Digital libraries** including contact details for verification by the end-user of the Procuring entity.
- 4. Bidder, local or foreign, must have integrated with 3rd party financial institution like PayMaya (existing RFID Card(ID Card)) or equivalent, for user / member access system. And submit list of clients
- 5. Must adhere to All bidding requirements of the items to be bid, and failure to comply even if declared as the winning bidder, the end-user reserves the prior right to reject one or all of the goods to be installed., and this must be stated or included in the contract
- 6. Brochure and product literature have to be submitted together with the bidding documents
- 7. Includes installation, configuration and troubleshooting of integrated library system (ILS) like KOHA and ILIB in the end-user server
- 8. Includes developing API and integration of their products offered to the integrated library system (ILS) like KOHA and ILIB in the end-user server
- 9. Includes supply, installation, configuration, integration and troubleshooting of RFID System to the integrated library system (ILS) like KOHA and ILIB in the end-user server
- 10. Bidder, local or foreign should have proven expertise and have already installed in the last (3) years immediately preceding this bidding, an operational **Smart Digital Library** that combines innovation and connectivity in Library Management like KOHA or equivalent
- 11. Bidder, local or foreign should bid both Lot 1 and Lot 2.
- 12. Due to the complex nature of this project, Pre-bid and bidding conference will be face to face to be held at UP Mindanao Campus or through ZOOM meeting.

Delivery: Two(2) Months Delivery upon receipt of Notice to Proceed

Section VIII. Checklist of Technical and Financial Documents

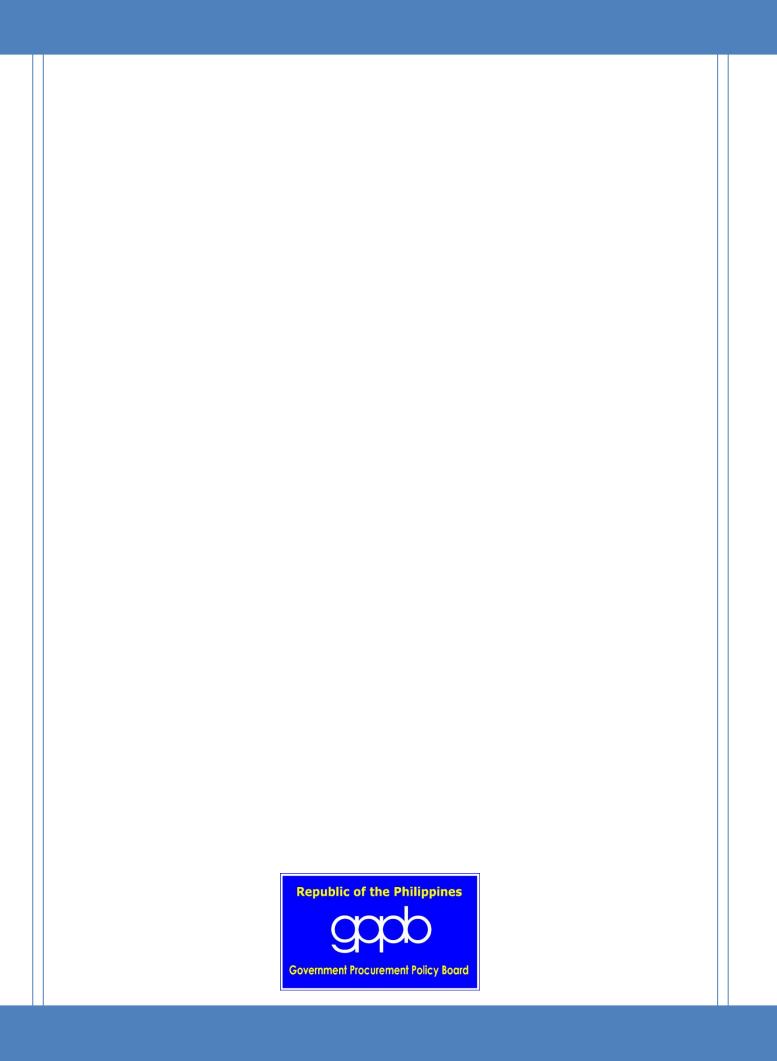
Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

| Leg | gal Do | ocuments |
|------------|--------|--|
| | (a) | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) |
| | . , | in accordance with Section 8.5.2 of the IRR; |
| <u>Tec</u> | chnica | al 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, |
| | (1) | within the relevant period as provided in the Bidding Documents; and |
| Ш | (d) | Original copy of Bid Security. If in the form of a Surety Bond, submit also a |
| | | certification issued by the Insurance Commission; |
| | | original copy of Notarized Bid Securing Declaration; and |
| П | (e) | Conformity with the Technical Specifications (Statement of Compliance) & |
| | (0) | UP-Devised Technical Specifications Form, which may include |
| | | production/delivery schedule, manpower requirements, if applicable and/or |
| | | after-sales/parts, housekeeping plan, sanitation plan, assignment of janitors, |
| | | list of needed cleaning equipment, all certifications, and other requirements |
| | | stated in the technical specifications; 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. |
| Fin | ancia | l Documents |
| \Box | (g) | The prospective bidder's computation of Net Financial Contracting |
| ш | (5) | Capacity (NFCC); |
| | | <u>or</u> |
| | | A committed Line of Credit from a Universal or Commercial Bank in lieu |
| | | of its NFCC computation. |
| | | |
| | | Class "B" Documents |
| | (h) | If applicable, a duly signed joint venture agreement (JVA) in case the joint |
| | | venture is already in existence; |
| | | 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. |
| | | mstance that the big is successful. |

| | <u>Oth</u> | ier do | cumentary requirements under RA No. 9184 (as applicable) |
|-----|------------|------------|---|
| | | (i) | [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. |
| | | (j) | Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. |
| II. | FIN | IANC | TIAL COMPONENT ENVELOPE |
| | | (a) (b) | Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s). |



STANDARD FORMS

- 1. Bid Form
- 2. Price Schedule For Goods Offered from Abroad (Please see attached file)
- 3. Price Schedule For Goods Offered in the Philippines Please see attached file)
- 4. Bid Securing Declaration Form
- 5. Omnibus Sworn Statement (Revised)
- 6. Contract Agreement

(Note: Please do not delete any of the mandatory provisions in the standard forms.)

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

| BID FORM |
|---|
| Date: |
| Project Identification No.: PBM 2024-16 |

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] Procurement of UP Mindanao Smart Library 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.

| Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: |
|--|
| Name and address Amount and Purpose of agent |
| Currency Commission or gratuity |
| |
| |
| |
| (if none, state "None") <i>]</i> |
| Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us. |
| We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive. |
| We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. |
| The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority]. |
| We acknowledge that failure to sign each and every page of this Bid Form , including the attached Schedule of Prices, shall be a ground for the rejection of our bid. |
| |
| Name: |
| Legal capacity: |
| Signature: |
| Duly authorized to sign the Bid for and behalf of: |
| Date: |
| |
| |

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. <u>PBM 2024-16</u> Pageof | | | | | | | | | |
|--|---|-------------------|----------|----------------------------------|---|--|--|--------------------------------------|--|
| 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) |
| Legal Signa | Name: Legal Capacity: Signature: Duly authorized to sign the Bid for and behalf of: | | | | | | | | |

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

| Name of Bidder | | | | For Goods Offered from Abroad Project ID No.PBM 2024-16 Page of | | | | | |
|----------------|-------------------------------------|----------------------|----------|---|--|-----------|---|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| Item | Description | Country of origin | Quantity | Unit price cif port of entry (specify port) or cip named place (specify border point or place of destination) | or cip price per item (col. 4 x | Delivered | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) | |
| | | | | | | | | | |
| Signatui | apacity: re: thorized to sign | | | of: | | | | | |

Bid Securing Declaration Form

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

| REPUBLIC OF THE PHILIPPINE | S) |
|----------------------------|---------|
| CITY OF | _) S.S. |

BID SECURING DECLARATION

Project Identification No.: [PBM 2024-16]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. Iam/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]

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 ha | and this_ | | day of | | | |
|-------------------------------------|-----------|------------|--------|------------|-------|-----|--|
| 20 | | at_ | | , Philipp | oines | | |
| | [Insert | NAME | OF | BIDDER | OR | ITS | |
| | | AUT | HORI | ZED | | | |
| | | REP | RESEI | NTATIVE] | | | |
| | [Insert | t signator | y's le | gal capaci | ty] | | |
| | | Δffi: | ant | | | | |

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

| THIS AGREEMENT made the_ | _day of | 20 | _between | [name | of |
|---|------------|-----------------|----------------|---------------|--------|
| PROCURING ENTITY] of the Philippine | es (herein | after called "t | he Entity") of | f the one par | tand |
| [name of Supplier] of [city and country o | f Supplier |] (hereinafte | r called "the | Supplier") o | of the |
| other part; | | | | | |

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
 - Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial

Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Name of Supplier]

<u>Acknowledgment</u>

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