

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-36

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," with an Approved Budget for the Contract of P3,000,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

WHEREAS, on April 27, 2021, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards;

WHEREAS, four (4) prospective bidders, namely: (i) Audio 4 Design N Technology Corporation; (ii) All Visual and Lights System Corporation; (iii) American Technologies, Inc.; and (iv) Success Business Machines Corporation, responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on May 4, 2021;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on May 11, 2021 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on May 18, 2021, only one (1) bidder, Audiophile Components, Inc. (Audiophile), submitted a bid;

WHEREAS, after preliminary examination of the bid, the DBM-BAC, using nondiscretionary "pass/fail" criteria, determined the submission of Audiophile as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial component of the bid, the DBM-BAC declared the submission of Audiophile as the Single Calculated Bid in the amount of P2,625,570.00;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Audiophile, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Audiophile passed all the criteria for post-qualification. ¹ **NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

- To declare the bid of Audiophile Components, Inc. for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," in the amount of P2,625,570.00 as the Single Calculated and Responsive Bid, in accordance with Section 34.4 in relation to Section 36 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and
- 2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Audiophile Components, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

ADOPTED, this 25th day of May 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

Thea Marie Corinne F. Palarca

THEA MARIE CORINNE F. PALARCA End-user Representative

> not present YOLANDA R. REYES Alternate Member

Digitally signed by Ryan S. Lita

RYAN S. LITA Member

VIRGILIO A. UMPACAN JR. B.U.D.G.E.T. Representative

> Digitally signed by Rowel D. Escalante

ROWEL D. ESCALANTE Member

> Digitally signed by Andrea Celene M. Magtalas

ANDREA CELENE M. MAGTALAS Vice Chairperson

Stand Digitally signed by Janet B. Abuel

JANET B. ABUEL Chairperson

Approved [] Disapproved WENDEL E. AVISAD Secretary

Date:_



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

JUN 03 2021

NOTICE OF AWARD

MR. REYNALD M. CALADIAO

Audiophile Components, Inc. 1200 Pres. Quirino Avenue Ext. Paco, Manila

Dear Mr. Caladiao:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," is hereby awarded to Audiophile Components, Inc. in the amount of P2,625,570.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

WENDEL E. AVISADO Secretary

M. GALADIAO INE 4, 2021

NTP Audio Visual.jpg



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

JUN 21. 2021

MR. REYNALD M. CALADIAO

Audiophile Components, Inc. 1200 Pres. Quirino Avenue Ext. Paco, Manila

Dear Mr. Caladiao:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

E. AVISADO Secretary

To be accomplished by the authorized	representative of the winning bidder:
This Notice is acknowledged and acce	pted in behalf of Audiophile Components, Inc.
Name of Authorized Representative	REALALD GALASIAO
Signature	2
Date	6. 20. 2

CONTRACT No. 2021-20 SUPPLY, DELIVERY, INSTALLATION, FABRICATION, TESTING, AND COMMISSIONING OF AUDIO-VISUAL EQUIPMENT

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY**, **WENDEL E. AVISADO**, hereinafter called the **"DBM"**;

- and -

AUDIOPHILE COMPONENTS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1200 Pres. Quirino Avenue Ext., Paco, Manila, represented by its **AUTHORIZED REPRESENTATIVE, REYNALD M. CALADIAO**, hereinafter referred to as the "SUPPLIER";

Collectively, the "PARTIES";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Two Million Six Hundred Twenty-Five Thousand Five Hundred Seventy Pesos (P2,625,570.00), hereinafter called the "Contract Price";

WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last <u>June 4, 2n1</u>, and the Supplier posted its performance security in the form of a <u>Performance Sauring Dedaration</u> on <u>June 14, 2n1</u>, in the amount of <u>N/A</u>.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

- 1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
- 2. The following documents shall form and be read and construed as part of this Contract:

Annex	А	-	Bid Form
	В	-	Schedule of Requirements
	С	1 4 11	Technical Specifications
	D	100	General Conditions of Contract
	Е	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security

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- 3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment, and to remedy defects therein in conformity with the provisions of the Contract.
- 4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
- 5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
- 6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2021 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT

by:

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AUDIOPHILE COMPONENTS, INC.

ADO Secretary

by:

REYNALD M. CALADIAO Authorized Representative

SIGNED IN THE PRESENCE OF

PALARCA THEA MARIE COF Director IV Administrative Service

LOUIZ R.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY OF MANILA) S.S.

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BEFORE ME, a Notary Public for and in the tity of MANILA, Philippines on this 28 2021 of _____, 2021 personally appeared the following:

NAME VALID ID VALID UNTIL

WENDEL E. AVISADO DBM ID No. 4601

REYNALD M. CALADIAO LTO HUENSE HOG-07-001-361 9-9-22

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of UN 28 2021_, 2021.

Doc. No Page No Book No Series of 2021.



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Page 3 of 3

BID FORM

Date :

Project Identification No. : DBM-2021-27

To: [DEPARTMENT OF BUDGET AND MANAGEMENT]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [DBM-2021-27], the receipt of which is hereby duly acknowledged, we, the undersigned, offer Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment in conformity with the said PBDs for the sum of [Two Million Six Hundred Twenty Five Thousand Five Hundred Seventy Pesos Only (P 2,625,570.00)] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those which are itemized herein.

PARTICULARS *including installation, fabrication, testing and commissioning costs, as may be applicable	QUANTITY (a)	UNIT COST (b)	TOTAL COST (c) =(a*b)
15" Passive Loudspeaker	12 units	112,300.00	1,347,600.00
8-Channel Compact Mixing System	3 units	26,265.00	78,795.00
Dual 400 W/Ch Power Amplifier	1 unit	47,600.00	47,600.00
31-Band Stereo Graphic Equalizer	1 unit	9,860.00	9,860.00
LCD Projector 4,000lm, XGA	4 units	50,000.00	200,000.00
Multi-Pattern Desktop Microphone (16 pcs./set)	2 sets	410,210.00	820,420.00
15" Powered Loudspeaker	2 units	28,900.00	57,800.00
Wireless Microphone	3 sets	21,165.00	63,495.00
TOTAL			2,625,570.00

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.

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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, shall be a ground for the rejection of our bid.

Name: REYNALD M. CALADIAO

Legal capacity: MANAGER SPECIAL PROJECTS	
Signature:	
Duly authorized to sign the Bid for and behalf of: _	AUDIOPHILE COMPONENTS INC.

Date: MAY 17, 2021

Section VI. Schedule of Requirements (Revised)

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Schedule
1	The Contractor shall deliver the following equipment and materials in accordance with Section VII. Technical Specifications, including the scope of works stated therein, at the DBM Central Office, Gen. Solano St., San Miguel, Manila:		
	a. 15" Passive Loudspeaker	12 units	
	b. 8-Channel Compact Mixing System	3 units	Within sixty (60)
	c. Dual 400 W/CH Power Amplifier	1 unit	calendar days upon
	d. 31-Band Stereo Graphic Equalizer	1 unit	receipt of Notice to
	e. LCD Projector 4,000lm, XGA	4 units	Proceed
	f. Desktop Microphone (16 pcs./set)	2 sets	
	g. 15" Powered Loudspeaker	2 units	
	h. Wireless Microphone	3 sets	
2	Note: All equipment and materials should be brand new. Warranty:		
	The warranty periods are as follows: a. Parts and labor from authorized service centers with global repair coverage		Three (3) years from the date of acceptance by the Administrative Service (AS)
	b. Installation/Workmanship		One (1) year from the date of acceptance by the AS
	c. Response time to act on the notice for the repair and replacement of defective parts/units and for technical assistance/support		Within twenty-four (24) hours upon receipt of written or verbal notice from the AS

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NOTES:

- * The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.
- ** Negative COVID-19 test results (i.e., RT-PCR, Antigen, or Saliva tests) of the winning bidder's personnel/workers are required before the start of the delivery of goods and services. Subsequent tests may be requested by the AS-General Services Division (GSD) from the winning bidder depending on the extent of the surge of COVID-19 cases.

Moreover, minimum health standards and protocols will be required during contract implementation (e.g., wearing of proper personal protective equipment/clothing/supplies).

All costs pertaining to the foregoing requirements shall be shouldered by the winning bidder.

I hereby certify to comply and deliver all the above requirements.

AUDIOPHILE COMPONENTS INC. Name of Company/Bidder REYNALD M. CALADIO MAY Signature Over Printed Name of Representative

MAY 17, 2021 Date

Section VII. Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Specifications	Quantity	Bidder's Statement of Compliance
I	EQUIPMENT/MATERIALS REQUIREMENTS		
	Brand New:		
	 a. 15" Passive Loudspeaker 250 Watts – 1000 Watts peak 41-44 Hz – 18-20 kHz frequency range 	12 units	COMPLY
	 41-56 Hz – 18kHz¹ frequency response Full-coverage, heavy-duty perforated steel grille, with 		
	powder-coat finish	3 units	COMPLY
	 b. 8-Channel Compact Mixing System Channels: 4 +2 + 2 MIC/Line-Mono: 4 MIC/Line-Mono / USB-Stereo (Super Channel): 2 Line L-R / CS-IN-Stereo: 2 Auxiliaries (AUX, MON): Pre/Post Switchable, Pre MIC Gain (Line -20 dB): +10 to +60 dB Trim Line/CD (Stereo): -10 to +20 dB THD, at 1kHz, MBW = 80 kHz Frequency Response, -3dB, ref. 1 kHz Channel to Channel: < -80 dB Mute & Standby switch attenuation: > 100 dB Fader & FX/AUX/MON – Send attenuation: 85 dB CMRR, MIC input, 1 kHz: > 80 dB Input Sensitivity, all level controls in max. position MIC: -74 dBu (155 μV) LINE (Mono): -54 dBu (15.5 mV) CD (Stereo): -34 dBu (15.5 mV) Maximum Level, Mixing Desk MIC inputs: +12 dBu Mono Line inputs: +31 dBu 		
	 Stereo Line inputs: +30 dBu All other inputs: +21/+22 dBu All other outputs: +21/+22 dBu Input Impedances: MIC: 2kΩ CD In: 10kΩ 		

	•	All other inputs: > 15 k Ω		
	•	Output Impedances:		
	•	Phones: 47Ω		
	•	All other outputs: 75Ω (unbalanced), 150Ω (balanced)		
		ivalent Input Noise, MIC Input, A-weighted, 150Ω,) dBu		
	 Noi 	se, Channel inputs to Master A L/R outputs, A- ghted		
		ster fader down, -100 dBu		
		ster fader: 0 dB, Channel fader down: -92 dB		
		ster fader: 0 dB, Channel fader: 0 dB, Channel gain		
		y: -82 dBu		
		9-band		
	• Filt			
		CUT, mono inputs: f=80 Hz, 18 dB/oct.		
	• Effe	이 것 같은 것 같아요. 이 이 가지 않는 것 같아요. 이 이 가지 않는 것 같아요. 이 이 이 이 이 이 이 이 가지 않는 것 같아요. 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이		
	• Typ	e: Dual Stereo, 24/48-bit multi effects processors		
	• Effe	ects presets: 100 Factory + 20 User, Tap-Delay		
	 Rer 	note Control: Footswitch, MIDI		
	 Dig 	ital Audio Interface		
		nnels: 4 In / 4 Out		
		DA Conversion: 24-bit		
		pling Rate: 44.1 / 48 / 88.2 / 96 kHz		
		Interface: USB 2.0, Female, Type-B		
		DI Interface: 5-pin DIN connector, In / Out		
		tection		
		er Outputs (Relay Controlled): AUX, MON, STER A L/R		
		tching Mode Power Supply (μC controlled): Mains er / Undervoltage		
		ntom Power, switchable: 48V DC		
	 Pov 	ver Requirements (SMPS with auto range mains at): 100V to 240V AC, 50 Hz to 60 Hz		
		ver Consumption, at 1/8 maximum power, 4Ω , 35W		
		ety Class: I		
	• Am 105	bient Temperature Limits: +5°C to +40°C (40 °F to °F)		
		ght:		
	-	Net Weight: maximum 5.8 kg		
	-	Shipping Weight: maximum 7.8 kg		
	• Acc	essories:		
	-	Rack Mount Kit		
	-	Footswitch with LED		
	-	Carrying Bag		
	Dual 40	0 W / CH Power Amplifier	1 unit	COMPLY
C		0 W / CH Power Amplifier W per channel for 4Ω or 70/100V lines		
	• 400	w per channel for 452 or 70/100 v filles		

 Bridged mono out for 860 	W into	8Ω				
 Compact 2 RU design 						
 Stepped rear-panel level attenuation 						
** *	• Selectable 50Hz or 300 Hz high-pass filter					
 Thermal protection, peak I 	- .					
 Phoenix-type inputs and or 	-					
• Three-stage front-to-rear f						
 Integrated rack ears for direction 		unting				
	80	4Ω	100V	70V		
Rated Output Power – THD <1%, 1 kHz	215 W	430 W	430 W	430 W		
Rated Output Power – THD <0.2%, 20 Hz-20 kHz	200 W	400 W	400 W	400 W		
Max. Single Channel Output Power – Dynamic Headroom, IHF-A	260 W	520 W	520 W	500 W		
Maximum RMS Voltage Swing – THD=1%, 1 kHz		7 V	117 V	82 V		
Voltage Gain @ 1 kHz	34.3	3 dB	42.2dB	39.1dB		
Power Bandwidth – THD=1%, ref. 1 kHz, ½ power			> 20 kHz			
Frequency Response (-1dB, ref. 1 kHz/1 W)	65 Hz -	40 kHz	11.154.158.1	20 kHz		
Input Sensitivity @ rated power		0 dBu (775 mV)			
Input Impedance - balanced		> 20	OkΩ			
Crosstalk - ref. 1 kHz, @ 10% rated power		< -7	5 dB			
THD @ rated power	<0.1%					
IMD-SMPTE – 60 Hz, 7 kHz	<0.1%					
DIM-30 – 3.15 kHz, 15 kHz	<0.1%					
Slew Rate	251	/µs	65V/μ s	46V/μ s		
Signal to Noise Ratio (A-weighted)		103	dB			
Damping Factor – 1 kHz		50		-		
Power Requirement		20V or 230				
Protections		miters, Hi- nt Limiter,				
Cooling		Front	o-Rear			
Safety Class			1			
Weight	Maximum 26 kg					
d. Band Stereo Graphic Equaliz	TOP				1 unit	COMPLY
 Number of Bands: 2 x 31- 					i unit	COMPLY
• Boost/Cut Range: $\pm 12 \text{ dB}, \pm 6 \text{ dB}$						
 Low Cut Filter: Variable 10 Hz-400 Hz High Cut Filter: Variable 2.5 kHz-40 kHz 						
Ũ						
Analog Inputs: 2 x XLR, 2				D (1)		
 Analog Outputs: 2 x XLR out) 	l, 2 x ¼	" TRS,	l x XI	LR (sub		
,					4 units	COMPLY
e. LCD Projector 4,000lm, XGA	1				- units	
XGA Resolution	1	001				
 Color Light Output: 4,000 White Light Output: 4,000 						
	1	5001 ····				

	Flexible 1.6x Zoom Lens		
•	With built-in speaker		
f. De	sktop Microphone	2 sets	COMPLY
•	Connector Type: 3-pin XLR		
•	Element: Dual Condenser		
	Finish: Black		
	Frequency response: 50-20,000 Hz		
•	Impedance: 200Ω		
	Mic-Type: Gooseneck		
•	Open Circuit Voltage: 5.6 mV/Pascal		
•	Polar Pattern: Omni/ Cardioid/S-Cardioid		
	Power Requirement: 12-52V DC		
•	Wired		
g. 15	' Powered Loudspeaker	2 units	COMPLY
	Frequency Response: 39-55Hz – 18-20 kHz	2 41110	CONFLI
	Frequency Range: 42-50 Hz – 20 kHz		
	Maximum SPL: 127 dB		
	Coverage (Horizontal x Vertical): 90° x 60°		
	Power Rating: 1000 Watts		
	Connectors: (2) XLR/TRS Combo Jack, (1) 3.5mm		
	Input, and (1) XLR link Output		
•	Grille: 18 Gauge Steel with Black Powder Coat		
h. W	reless Microphone	3 sets	COMPLY
•	Receiver Type: Synthesized PLL		COM LI
	Frequency Range (RF): 400 MHz and above		
	Number of Channels: 32		
	Modulation: $\pm 40 \text{ kHz}$		
	Diversity: True Antenna		
•	RF Sensitivity: $< 1.0 \mu V$ for 12 dB SINAD		
	Image Rejection: > 55 dB		
	Squelch: Tone Code plus Amplitude		
	Power Requirements: 12-18V DC, 500mA max		
•			
	Operating Temperature: 5°C to 45°C (41°F to 113°F)		1
	Operating Temperature: 5°C to 45°C (41°F to 113°F) Audio Parameters:		
	Audio Parameters:		
	Audio Parameters: - Frequency Response: 50-80 Hz – 15-18 kHz ± 2 dB		
	Audio Parameters: - Frequency Response: 50-80 Hz – 15-18 kHz ± 2 dB - Balanced Output: 20 dbV (max @ 40 kHz		
	 Audio Parameters: Frequency Response: 50-80 Hz – 15-18 kHz ± 2 dB Balanced Output: 20 dbV (max @ 40 kHz deviation) 		
	 Audio Parameters: Frequency Response: 50-80 Hz - 15-18 kHz ± 2 dB Balanced Output: 20 dbV (max @ 40 kHz deviation) Unbalanced Output: Adjustable 8 mV to 0.755V 		
	 Audio Parameters: Frequency Response: 50-80 Hz – 15-18 kHz ± 2 dB Balanced Output: 20 dbV (max @ 40 kHz deviation) Unbalanced Output: Adjustable 8 mV to 0.755V RMS 		
	 Audio Parameters: Frequency Response: 50-80 Hz – 15-18 kHz ± 2 dB Balanced Output: 20 dbV (max @ 40 kHz deviation) Unbalanced Output: Adjustable 8 mV to 0.755V RMS Distortion: < 1.0%, 0.4% typical 		

COMPLY
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COMPLY

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	 The Supplier shall provide barricades, railings, and/or warning signs, as applicable, during the fabrication and installation works. Cleaning/clearing of areas (e.g. removing dirt and rubbish, etc.) caused by or as a result of the work done shall be the responsibility of the Supplier. All rates quoted by the Supplier shall include supervision, manpower, tools, transportation, and other resources and liabilities required for executing the project. The Supplier shall ensure that its personnel are wearing proper personal protective equipment/clothing/supplies during contract implementation. Negative COVID-19 test results (i.e., RT-PCR, Antigen, or Saliva tests) of the Supplier's personnel/workers are required before the start of the delivery of the project. Subsequent tests may be requested depending on the extent of the surge of COVID-19 cases. All these shall be at no additional cost to the DBM. The Supplier shall be held liable for: any work-related damages incurred by their staff to any DBM property; and any work-related accident or illness inflicted by and to their personnel during the project implementation. 	COMPLY
IV	WARRANTY	
	 Parts and labor from authorized service centers with global repair coverage – Three (3) years from the date of acceptance by the AS Installation/workmanship – One (1) year from the date of acceptance by the AS The response time to act on the notice for the repair and replacement of defective parts/units is within twenty-four (24) hours upon receipt of written or verbal notice from the AS. The supplier shall provide technical assistance/support either by telephone call, email, or site visit within twenty-four (24) hours upon receipt of verbal or written notice from the AS. 	COMPLY

Note: The foregoing specifications shall reflect the necessary specifications required to meet the needs of the DBM. Provision of goods with better specifications is acceptable.

I hereby certify to comply with all the above Technical Specifications.

AUDIOPHILE COMPONENTS INC. REYNALD M. CALADIO

MAY 17, 2021 Date

Name of Company/Bidder

Signature Over Printed Name of Representative

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

000	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Director Thea Marie Corinne Palarca, Administrative Service.
	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:
	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; and 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.
	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.
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Packaging

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

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

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

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

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

Transportation

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

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

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:
	a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;
	b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and
	c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.
3	In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
	a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;

	b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
	c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

JUN 03 2021

NOTICE OF AWARD

MR. REYNALD M. CALADIAO

Audiophile Components, Inc. 1200 Pres. Quirino Avenue Ext. Paco, Manila

Dear Mr. Caladiao:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Fabrication, Testing, and Commissioning of Audio-Visual Equipment," is hereby awarded to Audiophile Components, Inc. in the amount of P2,625,570.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

WENDEL E. AVISADO Secretary

M. GALADIAO JUNE 4, 2021

REPUBLIC OF THE PHILIPPINES) CITY OF _______ Pasig City ______) S.S.

PERFORMANCE SECURING DECLARATION Invitation to Bid: DBM-2021-27

To: Department of Budget and Management Ground Floor, DBM Building III, General Solano St., San Miguel, Manila

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; andiii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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

Reynald M. Caladiao Manager - Special Projects Affiant

SUBSCRIBED AND SWORN to before me this ______day of [month] [year] at [place of execution], Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC).

Affiant/s exhibited to me his/her LTO Driver's License with no. N04-07-001361 issued on 2018/01/10 at Quezon City.

Witness my hand and seal this 14th day of June 2021.

NAME OF NOTARY PUBLIC

Serial No. of Commission ______ Notary Public for _____ until _____ Roll of Attorneys No. ____ PTR No. __, [date issued], [place issued] IBP No. __, [date issued], [place issued]

Pasig City

ATTY, ANNA THERESA C. CRUZ

Notary Public Commission until 12-31-2021 Appointment No 132, Pasig-San Juan-Pateros PTR No 8668493 / 01-04-2021 / Marikina City IBP No. 155886 / 01-30-2021 / RSM Roll No. 52694-MCLE V1-25188 No. 119 A. Rodriguez Avense, Extension, Pasig City

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