



PEOPLE'S TELEVISION
PARA SA BAYAN

People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 455-1326/455-4386/www.ptv.ph

Government of the Republic of the Philippines

PHILIPPINE BIDDING DOCUMENTS (Procurement of Goods)

Supply, Delivery, Installation, Training, Testing and Commissioning
of Single Channel 3D Motion Graphics in PCSO LOTTO Studio

ITB No. 2020-0022

Sixth Edition
July 2020

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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



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People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 455-1326/455-4386/www.ptv.ph

INVITATION TO BID FOR

Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel 3D Motion Graphics in PCSO LOTTO Studio

ITB No. 2020-0022

1. The *People's Television Network, Inc. (PTNI)*, through the *General Appropriations Act (GAA) 2015* intends to apply the sum of *Four Million Pesos (Php 4,000,000.00)* being the ABC to payments under the contract for *Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel 3D Motion Graphics in PCSO LOTTO Studio., ITB No. 2020-0022*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *People's Television Network, Inc. (PTNI)* now invites bids for the above Procurement Project. Delivery of the Goods is required by *within thirty (30) calendar days from 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below during *9:00am to 5:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *24 October to 18 November 2020, 10:00 AM* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.
6. The *People's Television Network, Inc. (PTNI)* will hold a **Pre-Bid Conference** on *3 November 2020, 10:00 AM* at *Bids and Awards Committee (BAC)*

Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.

Meeting ID: 886 0762 1852

Passcode: 2020-0022

7. Bids must be duly received by the BAC Secretariat through **(i) manual submission at the office address indicated below**, on or before **18 November 2020, 10:00 AM**. 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 **18 November 2020, 10:00 AM** at the given address below **Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and/or *via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Meeting ID: 817 0321 9959

Passcode: 2020-0022

10. The **People's Television Network, Inc. (PTNI)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Secretariat

People's Television Network, Inc. (PTNI)

3rd Floor, PTNI Broadcast Complex,

Visayas Avenue, Diliman, Quezon City

ptnibac2015@gmail.com

0956-738-4512/0961-693-8333

ptni.gov.ph

12. Visit the PTNI website at ptni.gov.ph/procurement/

Other necessary information deemed relevant by the Procuring Entity

PTNI's New Normal Guidelines in Procurement
To avoid transmission of covid-19, the Bids and Awards Committee will observe strict health protocols at all times and as we shift to the new normal work guidelines, we will adapt new measures on procurement activities of the network.
<p>A. Purchasing of Bid Documents</p> <p>A.1 The cashier is available every Monday and Tuesday only</p> <p>A.2 Personal payments and transaction will be done at the entrance gate only, bidders are encourage to purchase through PTNI's Bank Account (Land Bank of the Philippines)</p>
<p>Account Name: PTNI Account Number: 3212100497</p>
<p>B. Pre-Bid Conference</p> <p>B.1 Pre-bid Conference will be done through videoconferencing.</p> <p>B.2 All interested bidders must send through email (ptnibac2015@gmail.com) a letter of intent with the name of the company representative and his/her contact details (mobile/telephone number and email address) to participate in the conference.</p> <p>B.3 All interested bidders must send their clarifications and queries through email (ptnibac2015@gmail.com) which will be answered through bid bulletin to be posted in PhilGEPS and Procuring Entity's Website.</p>
<p>C. Opening and Submission of Bids</p> <p>C.1 PTNI will still accept physical submission of bid tenders.</p> <p>C.2 The bidder must submit its bid on time with proper label or sealing.</p> <p>C.3 Bidder may have one (1) representative to attend physically during the Bid Opening, given that he/she will present a Barangay Health Emergency Response Team (BHERT) Certificate and a Rapid Diagnostic Test result from within the last 48 hours before the date of Opening of Bids. Bidder may also participate virtually and watch the activity through videoconferencing via Zoom</p>

24th day of October 2020


ATTY. JASON SHAHEER H. SALENDAB
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the *Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel 3D Motion Graphics in PCSO LOTTO Studio*, with identification number *ITB No. 2020- 0022*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2015* in the amount of *Four Million Pesos (Php 4,000,000.00)*.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership 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.
53. 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.
54. 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City* and/or through *Zoom* 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

101. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
102. 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.
103. 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.

114. 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

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

13. Bid and Payment Currencies

131. 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.
132. Payment of the contract price shall be made in:
- a. **Philippine Pesos.**

14. Bid Security

141. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
142. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which 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

161. 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

171. 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.

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

18. Domestic Preference

181. 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

191. 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.
192. 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.
193. 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.
194. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
195. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply, Delivery, Installation, Training, Testing and Commissioning of 3D Channel Motion Graphics</i> b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>Mandaluyong City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Not Applicable</i>
20.2	<i>latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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	<p><i>[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:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Mandaluyong City, Philippines. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Mandaluyong City, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Apolinario S. Tejuco and Mr. Isabelito Cruz.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. 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
	<ol style="list-style-type: none"> 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.

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:

- 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 costs 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 *two (2) years*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *48 hours* 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.

	<p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>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.</p> <p>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</p>

	<p>their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> - Power test - Connectivity testing - Performance test (hardware and software installed in the system)

TERMS OF REFERENCE (TOR)

Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel 3D Motion Graphics in PCSO LOTTO Studio.

TERMS AND CONDITIONS:

1. Documentation:
 - 1.1. The system documentation shall be furnished in two sets.
 - Equipment-System description
 - Signal flow / power level diagrams
 - Operational manual
 - Maintenance and Servicing manual
 - All mechanical system assembly drawings
 - 1.2. The test procedures of the equipment should have certificate of acceptance test as part of engineering documentation.
 - 1.3. Factory acceptance test and training documents shall be provided
 - 1.4. The bidders should provide progress report every day as part of project accomplishment.

SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS

1. Technical

Track Record Certifications

THE SUPPLIER/BIDDER MUST PROVIDE THE FOLLOWING CERTIFICATIONS UPON THE SUBMISSION OF BIDS.

- 1.1. The bidder must have a track record to Supply, Delivery, Installation, Training, Testing and Commissioning of 3D Channel Motion Graphics for a minimum of FIVE (5) years.
- 1.2. The bidder should have a certificate of authorized dealer or its equivalent as proof from the manufacturer.
- 1.3. The bidder must show Purchase orders, Single contracts of similar items procured within the last FIVE (5) years. The previous POs or contracts shall be at least Fifty (50%) of the approved budget for the items to be bided.'
- 1.4. A Certificate of Completion and Final Acceptance on their previous project, product and/or system offered to installed, local or abroad and provide a satisfactory performance certificate from the present clients/end-user/company.
- 1.5. Certification from the principal that the equipment provider/bidder has the technical knowledge capability for a 24/7, 365 days a year equipment repair, maintenance and support service.
 - 1.5.1. The winning bidder shall provide an in-house engineer for seven (7) days immediately after the issuance of certificate of final acceptance. For this purpose, the winning bidder shall provide other pertinent document such as employee ID and/or certificate of employment.

- 1.6. The bidder should be the authorized dealer/distributor and a company which has office locally and at least Five (5) years of formal establishment.
- 1.7. The bidder shall guarantee that all supplied equipment has passed the quality assurance/quality control of the manufacturer. A certification of such shall be enclosed with the supplied equipment.
- 1.8. The bidder shall supply brand new equipment and its latest model.
- 1.9. The bidder must have a 2D-3D Graphics designer/operator with have expertise in 2D-3D Motion Graphics and preferably a local for a comprehensive hands-on training with PTV Designers and Live play-out operators specifically for Lotto Live show.
- 1.10. The bidder must guarantee and assure the availability of spare parts and service for a minimum of Five (5) years after the sale of equipment and accessories for the main items (STUDIO 3D MOTION GRAPHICS Machine).
- 1.11. The bidder shall guarantee for the performance of the system under this contract as per the specification; successfully demonstrate the performance during the trials / acceptance / commissioning.

2. Scope of Works

- 2.1. Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel 3D Motion Graphics for the People's Television Network, Inc. (PTNI).
- 2.2. The Engineering Department/any authorized person shall have full freedom to inspect the various works at any stage of installation and configuration in order to assure that the specifications are being properly executed based on the requirement needed by the End-user.
 - 2.2.1. The purpose of inspection and supervision is to assure that the specifications are being properly executed While the LOTTO GRAPHICS Designer/Operator and IT representatives (PTV-4) to provide assistance in interpreting the plans, configuration.
- 2.3. Any work which is found faulty shall be corrected by the Bidder without delay. The fact that any item of faulty work which is not in accordance with the approved plans and specifications is not pointed out by the Engineering Department shall not relieve the Bidder's responsibility for correcting such work at the contractor's own expense.
- 2.4. Inspection, Installation and acceptance procedure prepared by mutual consent should be followed strictly by the bidder.
- 2.5. The bidder should provide all labor, material and equipment necessary for the entire completion of the work described and shall not avail him of any manifest unintentional error, omission or inconsistency that may exist.
- 2.6. The bidder should carry out and complete the work in every aspect in accordance with the contract and to the satisfaction of the Engineering Department.

3. Compliance to Engineering Standards:

- 3.1. All items, materials supplied or used should be new, manufactured, fabricated, and tested in accordance with the latest editions and should withstand under the Philippine conditions such as weather, temperature, humidity and tropical environment.
- 3.2. The items supplied should be inter-operable with the system of STUDIO 3D MOTION GRAPHICS currently used in the LOTTO STUDIO Operation.

4. Warranties

- 4.1. The bidder shall guarantee that all items (STUDIO 3D MOTION GRAPHICS) supplied are free from manufacturing defects and workmanship for a minimum period of TWO (2) years from the date of final acceptance.
- 4.2. Any abnormalities in the operation of all supplied items within the above-mentioned warranty period, the bidder should immediately take precautionary measure to correct it. There shall be no repair or replacement of component part/s of the modules but replacement of the whole module. Any associated cost (i.e. shipment, delivery, etc.) in the importation of spare parts during the said warranty period should be to the account of the winning bidder.
- 4.3. The obligation under all warranties shall cover all repairs or replacements of defective equipment and accessories. The shipment of repaired or replaced parts to the purchaser shall be at the cost of the bidder.

5. Technical Support

- 5.1. Bidder should provide customer service engineers available for telephone, internet, or onsite service 24 hours a day, 365 days a year to answer questions and provide recommendations for concerns regarding: General equipment operation, causes, action, remedies for equipment failure, preventive maintenance and other technical concerns that may arise and should have a support service center facility in the Philippines.

6. Technical Manual

- 6.1. Technical Manuals should be supplied for all equipment. These Manuals shall include installation instructions, set-up procedures, operating instructions, maintenance instructions and troubleshooting procedures. The Manuals should also include easy-to-read block diagrams, circuit schematics, and wiring diagrams.
- 6.2. The successful bidder prior to equipment delivery shall provide two (2) sets of operation manuals and technical service manuals for the Studio 3D Motion Graphics.

7. Training

7.1. The bidder shall conduct a **COMPREHENSIVE** Onsite and hands-on training program necessary for the proper operation, graphics design, especially in modeling and animation in 2D-3D platforms specifically during live show, preventive and corrective maintenance of **STUDIO 3D MOTION GRAPHICS**. The duration of the actual training program shall be an aggregate of fifteen (15) days. The onsite and hands-on training and seminars cover the basic operation, graphics designing; modeling and animation, calibration techniques and maintenance of equipment shall likewise be given to PTNI engineers and **GRAPHICS** Designers and Operators in conjunction with the proof of performance.

7.2. The training must be conducted by a local (Filipino) trainer

8. Delivery Period

8.1. The equipment provider/bidder Supply, Delivery, Installation, Training, Testing and Commissioning of Single Channel Motion Graphics for the People's Television Network, Inc. (PTNI Main Office at the Broadcast Complex, Visayas Avenue, Diliman, Quezon City, Philippines, within **THIRTY (30) Calendar Days** from the issuance of Notice to Proceed (NTP).

8.2. The delivery and inspection of the goods shall be at the PTNI Main Office at the Broadcast Complex, Visayas Avenue, Diliman, Quezon City, Philippines and be transported by the winning bidder to PCSO Lotto Main Office for installation, testing, training and commissioning.

See **Section VI. Schedule of Requirements**

See **Section VII. Technical Specifications**

Section VI. Schedule of Requirements

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 No.	Quantity	Descriptions	Delivery
1	1-Unit	Complete Motion Graphics System – Single channel (SW+HW)	Thirty (30) Calendar Days from the issuance of Notice to Proceed (NTP)
2	1-Lot	<ul style="list-style-type: none"> - Fully Loaded Package Includes Creation & Playout Software - Support for 1 Output Channel, Video + Key - Unlimited Output Layers - Support for 1 Virtual Preview Channel and Multiple Virtual channels - External Data Sources Interface - Software and hardware with included complete - Accessories. 	
3	1-Lot	Technical equipment and user/operation trainings/video tutorials	
4	2 Years	Subscription Licenses	

Section VII. Technical Specifications

Technical Specifications

Item	Qty.	Specification	Statement of Compliance	
1	1-Unt	Motion Graphics Studio - Single (SW+HW)		
		Power supply	Hot-swappable 1+1 redundant	
		Storage	4 x 1TB RAID hot-swappable	
		Processor /Cache	CoreTM i9-6900K/ 15M	
		Memory	32GB DDR4; GPU: GTX 1080 8GB 256-Bit GDDR5 O/S: Latest Operating System, 64-bit	
		Video Formats	(HD) 1080i 25, 29.97, 30 Hz, (HD) 1080PsF 23.98, 24, 25, 29.97, 30 Hz, (HD) 1080p 23.98, 24, 25, 29.97, 30, 50; A/B, 59.94 A/B, 60 A/B Hz, (HD) 720p 50, 50.94, 60 Hz, (SD) 625i 25 Hz, (SD) 525i 29.97 Hz UHD/4K Ready	
		Image File Formats	*.tga *.tif *.psd *.bmp *.jpg *.gif *.png	
		Clip File Formats	AVI MPEG QuickTime Sequential Images	
		Video I/O	Video: 2x 3G-SDI BNC 1+1 KEY/FILL	
		Audio I/O	Audio Input: 16 Channel 24-bit SDI embedded, 48 kHz synchronous Audio Output: 16 Channel 24-bit SDI embedded, 48 kHz synchronous	
		Reference signal	Bi-, Tri-Level Sync input, Analog Black Burst	
		Video input	TX serial digital SD/HD-SDI, Analogue component YUV, Composite	
		Audio out	Embedded audio TX unbalanced audio AES/EBU, TX Analog XLR Stereo	
		Sync	Input TX Black burst in SD/Try-Sync in HD	
		SOFTWARE	<ul style="list-style-type: none"> •Fully Loaded Package Includes Creation & Payout Software • Support for 1 Output Channel (fill+key) • Unlimited Output Layers • Support for 1 Video Input Channel • Support for 1 Physical Preview Channel on M7 hardware • Support for 1 Virtual Preview Channel • Support for Virtual Frame Buffers 	
		SINGLE CHANNEL	Studio Single (SW)	
2	1-Lot	SOFTWARE	<ul style="list-style-type: none"> •Fully Loaded Package Includes Creation & Payout Software, 3D Software, • Support for 1 Output Channel (fill+key) • Unlimited Output Layers • Support for 1 Video Input Channel • Support for 1 Physical Preview Channel on M7 hardware • Support for 1 Virtual Preview Channel • Support for Virtual Frame Buffers 	

	1	HARDWARE TO SUPPORT SINGLE SW	<p>2RU Rackmount Chassis HW specification, ask representative for details</p> <ul style="list-style-type: none"> • Ships with Latest Operating System • Support for up to 8 HD-SDI Video I/O Ports as well as NDI™ • Software defined channel configuration • Support for 3D Motion Graphics, Graphics Engine software • Unlimited Output Layers in 3D Motion Graphics, per channel • Support for Multiple baseband Video Preview Channel(s) • Support for Multiple Virtual Channels • Requires Studio or Graphic Engine Software Version 8.0 or higher 	
	1	STUDIO DATA LINK SERVER TO PROVIDE CONNECTION EXTERNAL DATA SOURCES	<ul style="list-style-type: none"> • 3D Motion Graphics DataLinq Server Option Provides a Connection to External Data Sources such as ODBC, RSS, Excel, Access, and XML 	
	2		Studio Single Channel Software Maintenance (SW Only). Access to ongoing Software updates and enhancements for one year	
	2		DataLinq Server Option - SW Maint Access to ongoing Software updates and enhancements for one year	
	2		2RU HD-SDI Chassis (HW Only) Ext. Warr. Includes Coverage for Hardware Parts Adds an additional year of coverage to protect your investment.	
	1	Monitor	27" 16:9 IPS Full HD Monitor, Keyboard and Mouse	
	2	Graphics Software	Autodesk 3D Studio Max Software, Modeling, Sculpting, Animation, Simulation and Rendering Software. Perpetual License	
	2		Adobe Photoshop – 2 Years license	
	2		Adobe After Effects – 2 Years License	
	2		Adobe Illustrator	
3	1-Lot	1-Day Services	On – Site Commissioning	
		15-Days Aggregate Services	On – Site Operational Training (Additional Days of Training)	
		TRAVEL PRE – PAID FOR TECHNICAL SUPPORT ON SITE COMMUNICATION	Prepaid Service Expense Trip 1	
4		Licenses	Minimum of Two (2) years	

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Track Record Certifications
 - *The bidder should have a certificate of authorized dealer or its equivalent as proof from the manufacturer*
 - *A Certificate of Completion and Final Acceptance on their previous project, product and/or system offered to installed, local or abroad and provide a satisfactory performance certificate from the present clients/end-user/company.*
 - *Certification from the principal that the equipment provider/bidder has the technical knowledge capability for a 24/7, 365 days a year equipment repair, maintenance and support service.*

- (g) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (j) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

