

People's Television Network, Inc Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100 Telephone No. 3453-1097 /www.ptv.ph

PHILIPPINE BIDDING DOCUMENTS

(Procurement of Goods)

SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF POST PRODUCTION EDITING LAPTOPS FOR THE PEOPLE'S TELEVISION NETWORK, INC. (PTNI)

ITB No. 2021-0006

Government of the Republic of the Philippines

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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.

 $\mathbf{EXW} - \mathbf{Ex}$ 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



People's Television Network, Inc Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100 Telephone No. 3453-1097 /www.ptv.ph

INVITATION TO BID FOR

Supply, Delivery, Testing, and Commissioning of Post Production Editing Laptops for the People's Television Network, Inc. (PTNI)

ITB No. 2021-0006

- 1. The *People's Television Network, Inc. (PTNI)*, through the General Appropriations Act 2015 (*CAPEX 2015*) intends to apply the sum of *Two Million Four Hundred Forty-Five Thousand One Hundred Thirty-Nine and 5/100 Pesos (Php 2,445,139.05*) being the ABC to payments under the contract for *Supply, Delivery, Testing, and Commissioning of Post Production Editing Laptops for the People's Television Network, Inc. (PTNI), ITB No. 2021-0006*. 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 *Thirty (30) calendar days from the issuance of Notice to Proceed.* 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 *9:00 am to 5:00 pm*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 24 July 2021 from the given address and website(s) below 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.

Interested Bidders may purchase the Bidding Documents through:

- 1. Cashier
 - Transaction will be done at entrance gate only.
 - Cashier is available from Mon-Fri, 9:00 AM 5:00 PM.
 - Inform the Secretariat at 0956-738-4512/0961-693-8333
- 2. PTNI's Bank Account (Land Bank of the Philippines).
 - Account Name: PTNI
 - Account Number: 3212100497
 - Email the proof of payment at bacsecretariat@ptni.gov.ph
- 6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **3** August 2021, 10:00 AM through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.

Meeting ID : 835 7757 3898 Passcode : 2021-0006

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **16 August 2021**, **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 16 August 2021, 10:30 AM at 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 : 832 9324 6468 Passcode : 2021-0006

10. People's Television Network, Inc. (PTNI) Health and Safety Protocols during the following Procurement Activities

Pre-Bid Conference

- 1. Pre-bid Conference will be done through videoconferencing.
- 2. Interested bidders must send through email (bacsecretariat@ptni.gov.ph) a letter of intent with the name of the company representative and his/her contact detail (mobile/telephone number and email address) to participate in the conference.
- 3. Interested bidders must send their clarifications and queries through email (bacsecretariat@ptni.gov.ph) which will be answered through bid bulletin to be posted in PhilGEPS and Procuring Entity's Website.

Opening and Submission of Bids

1. PTNI will still require physical submission of bid tenders.

- 2. The bidder must submit its bid on time with proper label or sealing.
- 3. Bidder may have one (1) representative to attend physically during the Bid Opening whose shall enforce the following precautionary measures among themselves:
 - Observe physical distancing
 - Submit a Barangay Health Emergency Response Team (BHERT) Certificate.
 - Wear face mask (at least 3-ply surgical mask, preferably N95 mask) and face shield at all times.
 - Submit duly accomplished Health Declaration forms and COVID-19 Negative Rapid Antigen Test (AgT) or RT-PCR test results from within the last 48-hours before the date of Opening of Bids. Bidder may also participate virtually and watch the activity through video conferencing via Zoom.
- 11. 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.
- 12. For further information, please refer to:

BAC Secretariat

People's Television Network, Inc. (PTNI)
3rd Floor, PTNI Broadcast Complex,
Visayas Avenue, Diliman, Quezon City
bacsecretariat@ptni.gov.ph
0956-738-4512 / 0961-693-8333
www.ptni.go.ph

13. You may visit the following website at ptni.gov.ph/procurement

24 July 2021

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, Testing, and Commissioning of Post Production Editing Laptops for the People's Television Network, Inc. (PTNI), with identification number ITB No. 2021-0006.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **GAA 2015** in the amount of *Two Million Four Hundred Forty-Five Thousand One Hundred Thirty-Nine and 5/100 Pesos (Php 2,445,139.05)*.
- 2.2. The source of funding is:

The General Appropriations Act

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.
 - a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants,

or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five* (5) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty** (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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**.
- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply & Delivery of Laptop Editing System Equipment.
	b. Completed within <i>Five</i> (5) <i>years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP <i>Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <i>to 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>to five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	Not Applicable
20.2	None.
21.2	Not Applicable



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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



Special Conditions of Contract

	Special Conditions of Contract		
GCC Clause			
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]		
	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered Quezon City. In accordance with INCOTERMS."		
	[For Goods supplied from within the Philippines, state:] "The delivery term applicable to this Contract are delivered Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Engineering Division</i> .		
	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; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 		

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - 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 *Three* (3) *years*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.

Packaging -

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

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

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

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

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

Transportation -

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** 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 No partial payment allowed. 4 The inspections and tests that will be conducted are: *None*

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

PROJECT TITLE:

Supply, Delivery, Testing and Commissioning of Post Production Editing Laptops for the People's Television Network, Inc. (PTNI)

This project shall also be known as the Editing Laptops Project.

BACKGROUND:

In the past years, the People's Television Network, Inc. (PTV) has upgraded and procured state-of- the-art and high-end broadcast equipment such as cameras, switchers (audio and video), Non- Linear Editing Systems, Creation and Live Playout Digital Graphics, Terrestrial Transmitters, Outside Broadcast Vans, Full Digital Master Control Room and many more. Through these facilities, the Network is now capable of producing informative and quality programs for the nation and for the Filipino people.

PURPOSE/OBJECTIVES:

- To ingest and send raw clips from a remote camera to the PTV Main Broadcast Center through File Transfer Protocol (FTP)
- To be able to send edited clips from a remote editing facility to the PTV Main Broadcast Center through File Transfer Protocol (FTP) for immediate airing

A. SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS

1.0 LEGAL

1.1. Government Permits and Clearances

1.1.1. Government permits and clearances including National Tax Clearance Certificate, Business Permits Company SEC Registration (Not the Business Name Registration).

2.0 TECHNICAL

2.1. Track Record Certifications

- **2.1.1.** The equipment provider/bidder must have a track record of Laptop Editing System Equipment Supply & Delivery within Five (5) years.
- **2.1.2.** The bidder must exhibit that it has accomplished the same or similar project within the past Five (5) years. The bidder must show proof that the same or similar project was provided to local or foreign broadcast and/or information and communications technology (ICT) institutions.

- **2.1.3.** The equipment provider/bidder should have a certificate of authorized distributorship of its products as proof from the manufacturer and support/services base in the Philippines.
- **2.1.4.** The equipment provider/bidder must show Purchase Orders, 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.
- **2.1.5.** The bidder shall guarantee that all supplied equipment has passed the quality control (QC) of the manufacturer. A certification of such shall be enclosed with the supplied equipment.

3.0 EQUIPMENT SPECIFICATIONS AND TECHNICAL SERVICES

- **3.1.** Provision of a complete detailed technical specification of accessories to be supplied is included herein.
- **3.2.** The bidder shall exhibit that it has available service unit/s of the same brand/model or equivalent unit compatible with the system. This is to ensure completeness of the system in case some of the equipment supplied failed to operate or was subjected for repair within the warranty period.

4.0 GENERAL REQUIREMENTS

The Bidder may also offer equipment that has "EQUIVALENT OR EVEN BETTER" technical specifications than the equipment specified in this document.

The bidder shall submit as part of their bid the details of make, model and year of manufacture of all the offered items in the bidder's Bill of Materials.

The bidder shall also adhere to the following:

- 4.1. Video format shall be compatible with the existing video codec and format in PTNI-house codec. High Definition 1920 x 1080i format broadcast quality with Digital Embedded Audio.
- 4.2. Work natively with different formats such as ProRes, RED, XAVC, AVCHD, H.264, HEVC from DSLRs.
- 4.3. The Laptop Editing System shall not be prone to virus and malwares.
- 4.4. Power for all equipment shall be 100V-240V auto volt 50/60Hz.
- 4.5. All standard accessories that come with the equipment such as: mouse, cables, AC charger, headphones and all necessary supplies and materials must be supplied by the winning bidder.

B. SPECIAL CONDITIONS

1. Scope of Work

- **1.1.** Supply, Delivery, Testing and Commissioning works.
- **1.2.** The bidder shall ensure that all delivered software needed are licensed.
- **1.3.** The bidder shall install all the software's requirement on the Laptop Editing system.

2. Warranties

- **2.1.** 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 Procuring Entity shall be at the cost of the winning bidder. Replacement means the removal of a defective item/equipment and the installation of a new item/equipment with a new serial number, if any. The defective item/equipment shall be the property of PTNI and shall not be taken by the winning bidder and/or its principal. Such replacement shall be duly documented by the end-user in coordination with the Property Section.
- **2.2.** The equipment bidder shall guarantee the availability of spare parts and service for a minimum of Three (3) years after the sale of equipment and accessories.

3. Project Completion and Final Acceptance

3.1. The winning bidder shall conduct a commissioning activity in the presence of the on-site end-user/s. If such commissioning activity is deemed complete, and that the on-site end-users have no further comments and/or objections, the winning bidder, in coordination with the Project Management Office (PMO), shall issue a Certificate of Site Completion highlighting the date of completion of the project. This certificate shall be signed by both the winning bidder's on-site representative and the on-site end-user/s of PTNI. The winning bidder shall submit this certificate, along with the commissioning module to the PMO for evaluation as a requisite for the issuance of the Certificate of Completion and Final Acceptance.

4. Technical Support

- **4.1.** The bidder should provide customer service, 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 and remedies for equipment failure, equipment maintenance and other technical concerns that may arise.
- **4.2.** The equipment provider/bidder should have a local/foreign support service/repair maintenance facility in the Philippines

5.0 TECHNICAL MANUALS

5.1. Technical Manuals should be supplied for free and written in English language. These manuals should include installation instructions, set-up procedures and also provided software needed for future reference.

C. PAYMENT TERM

The payment to the winning bidder shall be processed after the issuance of the Certificate of Completion and Final Acceptance. There shall be no partial payments and/or progress billings. All requirements for such payment shall be coordinated by the winning bidder to the Property Section.

D. PAYMENT TERM

The Winning Bidder shall complete the project within sixty (60) calendar days from the date of the Notice to Proceed.

General Note: All Laptop Editing system must be:

- Auto volt 100~240v 50/60Hz with AC power cord.
- All standard accessories that come with the equipment must be supplied.

Section VI. Schedule of Requirements

Schedule of Requirements

Item	Description	Quantity	Total	Delivered
	Editing Laptop with complete accessories and Latest			
1	Operating System	12	12	
2	Video Editing Software No.1 withperpetual license	12	12	
3	Licensed Encoding Software	12	12	
4	Licensed Graphic Tools CreatorSoftware 2D/3D	12	12	
	Video Editing Software No.2 complete CCT, Multiple			
5	Platforms Subscription Licensing for 2 years	5	5	
6	USB-C Multimedia Portable Hub	12	12	
	Warranty			
7	1 year + 2 years Warranty for EditingLaptop	12	12	

Section VII. Technical Specifications

Technical Specifications

	rear specifications
	M1 or higher chip with 8-core CPU, 8-core GPU, and 16-core
	Neural Engine
	16GB unified memory
	2TB SSD storage
Editing Laptop with complete	13-inch Retina display with True Tone
accessories and Latest Operating	Backlit Magic Keyboard - US English
1 0	Touch Bar and Touch ID
System	Two Thunderbolt / USB 4 ports
	AC Adapter 110-220v AC
	Screen Display 13" inch
	Virus free operating system
	Virus free operating system
	A 71 (1
	Application
	Generate proxy media in custom frame sizes from 12.5% to
	100% of the original in ProRes Proxy or H.264
	Support for standard Rec. 709 Standard Dynamic Range (SDR)
	and Rec. 2020 High Dynamic Range (HDR) in libraries and
	projects from
	camera import to delivery.
	Adjust ProRes RAW camera settings such as ISO, color
	temperature, and exposure offset using controls in the inspector
	Background rendering using GPU and CPU
	ColorSync-managed color pipeline
	High-precision floating-point render in linear-light color space
	Editing and Timeline
	360° viewer allows navigation in 360° while also viewing the
	equirectangular file side by side
	Large browser for titles and generators
	Custom Motion templates can be saved with the library
	Option for continuous playback of clips in the browser
Video Editing Software No.1	Timeline Index enables vertical rearrangement of roles and
8	display of expanded channels
	Create, rename, and change clip colors for roles and subroles
	Read iXML metadata from audio clips and use them to
	automatically create and name roles
	Automatically create custom roles during import or voiceover
	recording
	Assign roles in the browser, timeline, or inspector
	Enable individual audio role lanes or all audio lanes in the
	timeline for more fluid audio editing
	Focus button minimizes all but one role to reduce visual timeline
	clutter
	Create and manage unique roles per library
	Copy and paste timecode
	Search for custom metadata in the browser or timeline
	Search Timeline Index for Auditions, Compound Clips, Multicam
	Clips, and Synchronized Clips
	Multicam editing with automatic sync and support for mixed formats,
	mixed frame rates, and up to 64 camera angles
	Magnetic Timeline automatically keeps material in sync, prevents

clipcollisions, and eliminates gaps

View audio clips as separate, visually distinct lanes in the timeline automatically arranged based on their role assignments

Clip Connections keep secondary material in sync while trimming and moving the Primary Storyline. Press a modifier key to keep connected clips stationary while slipping, sliding, or moving clips in the Primary

Storyline.

Compound Clips allow complex compositions to be simplified into a single clip. Compound Clips are automatically saved to the browser

for easy reuse, and changes to Compound Clips actively update in all projects where they have been used.

Auditions combine multiple clips into a single clip to see alternative takes, color grades, or effects in context

Duplicate a clip inside an Audition for comparison of different effects on the same clip

Edit while importing media in the background from multiple sources

View material in Filmstrip or List view with a mini-filmstrip and metadata columns

Skimming functionality enables fast viewing of large amounts of material

Create projects with custom frame sizes

Mix frame sizes, frame rates, and formats in the same timeline — withsupport for 8K resolution and beyond

Automatically transform projects for square or vertical delivery with Smart Conform

Edit at 23.976, 24, 25, 29.97, 30, 50, 59.94, or 60 fps

Create the correct project setting with the first edit

Snapshots enable quick copies of a project for versioning

Insert, Overwrite, Replace, Append, and Connect with keystroke or drag and drop

Dual viewers for matching action between source material andedited timeline

Timeline Index for timeline navigation and the selection of items based on text searches and other important metadata

Position tool for moving and deleting media in the timeline and leaving agap

Clip Markers that include to-do items that can be checked off when tasks are completed

Record Audio tool for adding narration includes a countdown and the option to record multiple takes into Auditions

Effects

High-quality, drag-and-drop noise reduction effect reduces or eliminates grain and video noise

 360° titles, generators, and effects including the 360° Patch and Tiny Planet effects

Flow transition seamlessly smooths jump cuts

Remove Effects and Remove Attributes commands

Timecode effect and generator to display source clip name and source timecode

Cinematic 3D title templates with built-in backgrounds and animations

Customizable Default Effect lets you choose a video and audio effect that is assigned to a keyboard shortcut

	Advanced chroma keying with controls for color sampling, edge
	adjustments, and light wrap
	Drop Shadow includes intuitive onscreen controls and automatic
	orientation adjustment
	Shared Render Engine with Motion and Compressor
	Add multiple effects and transitions within a range selection
	Multistream real-time effects in high resolution formats
	Alpha-channel support in real time
	One-step freeze frame creates a still frame and adds it to the timeline
	Integration with Motion for advanced motion graphics work
	Access music, sound effects, transitions, filters, color looks, and
	generators through media browsers
	Apply Draw mask to any clip with options for linear, bezier, and B-
	spline control point smoothing
	Shape and Color mask controls for every effect with one-click display of alpha channel
	Save custom effects as presets for quick access
	Numeric and keyframe control for precise animation and effects
	Multiple keyframe selection, copy, paste, and move in the timeline
	Selectively paste video and audio effects to multiple clips using Paste
	Attributes interface
	Distort tool with keyframes and onscreen controls
	Transform tool with keyframes and onscreen controls
	Stabilization effect in real time after background analysis
	Find and Replace Title Text
	Show Title/Action Safe Zones for positioning titles and effects
	High-quality, drag-and-drop noise reduction effect reduces or
	eliminates grain and video noise
	Timecode effect and generator to display source clip name and source timecode
	Beautifully animated and easily customizable 3D titles with hundreds
	of combinations of materials, lighting, and edges
	Cinematic 3D title templates with built-in backgrounds and
	animations
	64 bit anaina year all available DAM for improved random times and
	64-bit engine uses all available RAM for improved render times and
	larger frame sizes
	Support for standard Rec. 601 and Rec. 709 color spaces
	Deliver High Dynamic Range (HDR) video with controls for color
	space conversions and HDR metadata
	Convert HDR to Standard Dynamic Range (SDR) video
	Encode video in the High Efficiency Video Coding format (HEVC,
	alsoknown as H.265) for file sizes up to 40 percent smaller than
License Encoding Software	H.264
License Encouring Software	while preserving the same visual quality
	MXF presets include AVC-Intra, D-10/IMX, ProRes, and XDCAM
	HDin a variety of frame rates and resolutions
	AVC-Intra is supported for QuickTime settings
	Export ProRes and 10-bit Uncompressed video within an MXF
	container
	Export HDR video in an MXF container
	Export OP1a MXF files in a variety of frame rates, frame sizes, and
	codecs

		Export simple and complete ProRes IMF Packages
		Support for image sequence sources: TIFF, Targa, DPX, JPEG, GIF
		and OpenEXR
		Support for encoding to TIFF, Targa, DPX, JPEG, GIF, and
		OpenEXR image sequences
		Convert from log to HDR and SDR color spaces
		H.264 multipass encoding for Blu-ray discs and files
		Support for red laser burning of AVCHD discs for playback in
		compatible Blu-ray players
		H.264 encoding for Apple devices, web, and mobile devices
		Support for image sequence sources: TIFF, Targa, DPX, JPEG, and OpenEXR
		Support for encoding HTTP live streaming
		Support for encoding to TIFF, Targa, DPX, JPEG, and OpenEXR
		image sequences
		MPEG-2 encoding
		MPEG-4 encoding
		Export to uncompressed 8-bit and 10-bit 4:2:2
		Accepts file formats including QuickTime (single-channel or
		multichannel), AIFF, Sound Designer, and WAV files
		Automatic setting creation via drag and drop of a QuickTime or MXF
		file
		Preview with high-quality color values in split-screen comparison
		view
		High-quality image processing
		Preset Destinations with job actions for automating workflow from
		encoding to delivery, including:
		cheoding to derivery, including.
		3D Compositing
		Create 3D scenes within a 360° project for ultrarealistic 360°
		environments
		Place any graphic, still, 3D Object, or video into a 360 project, then
		reposition and resize to fit perfectly into the 360 scene
		Edit 360° video into a non-360° project and animate the pan, tilt, and
		Zoom Desition retate and intersect multiple levers in 2D and 2
		Position, rotate, and intersect multiple layers in 3D space Combine multiple layers into 3D groups for hierarchical 3D
		animations
		Add, animate, and cut between multiple cameras
Lic	ense Graphic Tools Creator 2D/3D	Walk-Camera intuitively operates like a first-person video game
	Software Software	Adjust the camera's near and far soft clipping planes to avoid object
		"popping"
		Apply Camera behaviors for easily creating and modifying complex
		camera moves
		Quad split view for displaying multiple orthographic and perspective
		views
		Inset viewer for quickly checking alternative views while making
		adjustments
		Multiple light sources including ambient, directional, point, and spot
		Enable shadows for selected point or spot lights, define objects to
		Enable shadows for selected point or spot lights, define objects to receive or cast shadows, and control the shadow colors and softness
		Enable shadows for selected point or spot lights, define objects to

	Emphis montiples montipotent allowants and make trade to the trade to
	Enable particles, replicator elements, and paint strokes to animate in 3D space
	Create 3D text behaviors for character-by-character animations with full 3D position and rotation control
	Create 3D motion paths for layers, cameras, and light sources
	Apply behaviors like throw, orbit, and vortex with 3D attributes
	Isolate any layer to a Front view for easily modifying masks or
	editingtext
	Timeline Editing and Layering
	Layer list view makes it easy to change the stacking order of any
	layer, group, filter, or animation behavior
	Unlimited tracks of movie clips, graphics, text, and particles
	Grouping for applying compound transformations and filters
	Common "bring to front" and "send to back" functions
	Opacity and blend mode display for quick access on every layer and
	group
	Create drop zones for easy drag-and-drop image replacement
	Clone layers for linking instances of images that inherit properties
	automatically
	Solo tracks for easier viewing and refinements
	Mini-timeline built into the Canvas that displays a single track for the
	currently selected layer, group, filter, or behavior
	Trim, slip, slide, and retime audio and video clips via the mini-
	timeline
	Retime clips using frame blending, motion blur blending, or optical
	flow
	Full timeline with drag-and-drop editing to choose between
	compositing and assembling multiple clips
	Insert and overwrite editing directly into the timeline
	Markers that can be placed in the timeline or on a specific clip with notes
	notes
	Edit videos for color grade, adjust sound, and import graphics and
	special effects
	Easily drag and drop video files into your project
	Trim tool to extend or shorten clips.
Video Editing Software No.2 complete	Create animated motion graphics for transitions and title
	sequences using Motion effect controls and keyframes
CCT , Multiple Platforms Subscription	Can create Type and Shape tools in the Essential Graphicspanel.
Licensing for 2 years	Edit or sync audio, add sound effects, and
·	automatically duckmusic or ambience during
	dialogue with a single click in the
	Essential Sound panel.
	import your footage, create a sequence, add a title, adjust audio
	levels, and export video.
USB-C Portable Hub	USB-C multiport hub with up to 5Gbps of bandwidth
	Can connect your USB-C laptop to multiple devices
	USB-C multiport hub you can connect projectors, 4K 30Hz
COL CLUMINIC LAW	monitors, SD cards, and thumb drives to your laptop
	supports pass-through charging up to 60W, eliminating the need
	to choose between port expansion and power

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- 2 (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

- (e) 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
- 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**
- ② (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>0r</u>

Original copy of Notarized Bid Securing Declaration; and

- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- 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.

(j) Project Requirements:

- a) The equipment provider/bidder must have a track record of Laptop Editing System Equipment Supply & Delivery within Five (5) years.
- b) The bidder must exhibit that it has accomplished the same or similar project within the past Five (5) years. The bidder must show proof

- that the same or similar project was provided to local or foreign broadcast and/or information and communications technology (ICT) institutions.
- c) The equipment provider/bidder should have a certificate of authorized distributorship of its products as proof from the manufacturer and support/services base in the Philippines.
- d) The equipment provider/bidder must show Purchase Orders, 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.
- e) The bidder shall guarantee that all supplied equipment has passed the quality control (QC) of the manufacturer. A certification of such shall be enclosed with the supplied equipment.

Financial Documents

- 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
- (1) 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

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; and
- (o) Original of duly signed and accomplished Price Schedule(s).

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

- [2] (p) [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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

