



**PEOPLE'S TELEVISION**  
P A R A S A B A Y A N

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

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# **PHILIPPINE BIDDING DOCUMENTS**

## **(Procurement of GOODS)**

Supply, Delivery, Installation, Orientation,  
Testing and Commissioning of One (1) Set of  
Headend System with Four (4) Channels and  
Emergency Warning Broadcast System  
(EWBS) Server with Complete Electronic  
System and Accessories for the People's  
Television Network, Inc. (PTNI)  
ITB No. 2021-0011

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.

**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***



**PEOPLE'S TELEVISION**  
P A R A S A B A Y A N

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

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## **INVITATION TO BID FOR**

### **Supply, Delivery, Installation, Orientation, Testing and Commissioning of One (1) Set of Headend System with Four (4) Channels and Emergency Warning Broadcast System (EWBS) Server with Complete Electronic System and Accessories for the People's Television Network, Inc. (PTNI)** **ITB No. 2021-0011**

1. The *People's Television Network, Inc. (PTNI)* through the *CAPEX 2015* intends to apply the sum of *Nine Million Five Hundred Thousand Pesos (PHP 9,500,000.00)* being the ABC to payments under the contract for *Supply, Delivery, Installation, Orientation, Testing and Commissioning of One (1) Set of Headend System with Four (4) Channels and Emergency Warning Broadcast System (EWBS) Server with Complete Electronic System and Accessories for the People's Television Network, Inc. (PTNI), ITB No. 2021-0011*. 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 (Completion Period) is required to be completed **within Ninety (90) Calendar Days from the date 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below during *office hours from 9:00 am to 5:00 pm*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 September 2021** 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 **Ten Thousand Pesos (PHP 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person or through electronic means.
  1. Cashier (In Person)
    - Kindly inform the Secretariat through this number/s 0956-738-4512/0961-693-8333 upon arrival.
    - Transaction will be done at entrance gate only.
    - Cashier is available from Mon-Fri, 9:00 AM - 5:00 PM.
  2. PTNI's Bank Account (Land Bank of the Philippines).
    - Account Name: PTNI
    - Account Number: 3212100497
    - Kindly Email the proof of payment at bacsecretariat@ptni.gov.ph after the transaction.
6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **7 October 2021, 2:00 PM** through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.

**Meeting ID : 863 6386 3307**  
**Passcode : 2021-0011**

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **2:00 PM of 19 October 2021**. 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 at **2:30 PM of 19 October 2021** at **Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and to be webcast *via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**Meeting ID : 840 4128 5495**  
**Passcode : 2021-0011**

10. *People's Television Network, Inc. (PTNI)* Health and Safety Protocols during the following Procurement Activities:
  1. Pre-Bid Conference
    - Kindly send 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.



2. Opening and Submission of Bids
  - PTNI will still require manual submission of bid.
  - The bidder must submit its bid on time with proper label or sealing.
  - 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 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.gov.ph*
  
13. You may visit the following websites:
 

Bidding Documents: [ptni.gov.ph/procurement/](http://ptni.gov.ph/procurement/)  
 Procurement forms: <https://www.gppb.gov.ph/downloadables.php>

29 September 2021

  


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**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, Orientation, Testing and Commissioning of One (1) Set of Headend System with Four (4) Channels and Emergency Warning Broadcast System (EWBS) Server with Complete Electronic System and Accessories for the People's Television Network, Inc. (PTNI)***, with identification number ***ITB No. 2021-0011***.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***CAPEX 2015*** in the amount of ***Nine Million Five Hundred Thousand Pesos (PHP 9,500,000.00)***.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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: 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 via **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**

- 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing 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. 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"> <li>a. <i>Supply, Delivery, Installation, Testing and Commissioning of Headend Equipment (such as sets of encoders and multiplexers for TV signal transmission).</i></li> <li>b. completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
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	<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"> <li>a. The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond</li> </ul>
19.3	Not Applicable.
20.2	None.
21.2	None.

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><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><b>Delivery and Documents –</b></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 <b>Quezon City</b>. 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 <b>Quezon City</b>. 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 <b>Mr. Ricky S. Galeza of Transmitter Section</b>.</p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol>

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

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

**Spare Parts –**

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

*Select appropriate requirements and delete the rest.*

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 **Five (5) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **Five (5) years** 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.



	<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><b>Transportation –</b></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 their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></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.
2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: <b><i>Installation, Testing and Commissioning of One (1) Set of Headend System with Four (4) Channels and Emergency Warning Broadcast System (EWBS) Server</i></b>

# **TECHNICAL SPECIFICATIONS & REQUIREMENTS**

## **Supply, Delivery, Installation, Orientation, Testing and Commissioning of One (1) Set of Headend System with Four (4) Channels and Emergency Warning Broadcast System (EWBS) Server with Complete Electronic System and Accessories for the People's Television Network, Inc. (PTNI)**

### **A. SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS**

#### **1. Track Record Certifications**

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

- 1.1 Track record of supply, delivery, installation, orientation, testing and commissioning of Headend Equipment for Digital TV Transmission System for a minimum of FIVE (5) years.
- 1.2 Certificate of distributorship/authorized dealer as proof from the manufacturer.
- 1.3 Bidder's SLCC similar to the contract to be bid should be any Supply, Delivery, Installation, Testing and Commissioning of Headend Equipment (such as sets of encoders and multiplexers for TV signal transmission). It should have been completed within the last five (5) years, provided that one of the SLCC submitted must be at least 50% of the ABC.
- 1.4 Certificate of Completion and Final acceptance on their previous supplied broadcast equipment, product and/or system offered to installed, local or abroad.

### **B. TECHNICAL CONDITIONS**

#### **1. Installation**

- 1.1 Installation of the Digital TV system including all the wiring, cabling works of the system supplied
- 1.2 Installation and integration of the Multiplexer Control Terminal including all the wiring, cabling works of the system supplied accessories only.
- 1.3 Configuration of Digital TV system Headend and MCT with required parameters.
- 1.4 During delivery, inspection and all other activities requiring entry on-site, the winning bidder shall adhere to and take into its own account, all requirements of the conduct of these activities, including, but not limited to, COVID-19 protocols of the Procuring Entity, and other related requirements. The winning bidder shall notify the Procuring Entity, thru the Project Management Office (PMO) at least seven (7) calendar days prior to the schedule of delivery

## **2. Testing and Commissioning**

- 2.1 The equipment and spare parts supplied and delivered should be fully tested at the factory before shipment. Test Data shall be recorded and supplied with the major equipment. 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.
- 2.2 The equipment supplied and delivered shall conduct actual testing on site upon receiving the equipment. The bidder shall be responsible for bringing in all test, measuring equipment, special tools and accessories needed by its designated field engineer/s to completely carry out the installation and proof of performance activity.
- 2.3 PTNI must assign its own technical personnel during the course of installation/ integration and testing of the system. The bidder's field engineer should coordinate with PTNI technical personnel during installation. But can directly instruct for the equipment safety installation procedures.
- 2.4 All performance determined to be unacceptable shall be for the correction/rectification by the bidder within 15 calendar days from written notice.

## **3. Project Completion and Final Acceptance**

The commissioning activity shall be conducted in the presence of duly authorized on-site representatives of PTNI. If such commissioning activity is deemed complete, and that duly authorized on-site representatives of PTNI have no further comments and/or objections, the winning bidder, in coordination with the PMO, shall issue a Certificate of Site Completion highlighting the date of completion of the project. This certificate shall be signed by both the on-site representative of the winning bidder and PTNI. The winning bidder shall submit this certificate, along with the signed full project report, which includes, but not limited to, the testing & commissioning module, and orientation report to the PMO as a requisite for the issuance of the Certificate of Completion and Final Acceptance.

## **4. Orientation**

The bidder shall provide orientation to technical personnel of PTNI during and/or after the installation and actual testing of the equipment. PTNI technical personnel shall be present during installation, testing and commissioning.

## **5. Warranties**

- 5.1 The provider/bidder shall likewise guarantee that the newly purchase television broadcast equipment and accessories supplied, delivered, and commissioned is free from defects in workmanship, manufacture for a period of TWO (2) years from the date of turn over to and final acceptance by PTNI.
- 5.2 The provider/bidder shall likewise guarantee the performance on actual

operation and stability of the supplied new broadcast equipment and accessories shall be for a period of TWO (2) years of normal use and service from the same date it has been turned over to and accepted by PTNI.

- 5.3 The obligation under all warranties shall cover all repairs or replacements of defective equipment and accessories and the shipment of repaired or replaced parts to the purchaser shall beat the cost of the provider/bidder account.
- 5.4 The equipment provider/bidder shall guarantee the availability and no declaration of End of Support within Five years. Availability of spare parts for a minimum of FIVE (5) years after the sale of equipment and accessories.
- 5.5 The obligation under all warranties shall cover all repairs and/or replacements of defective equipment and spare parts. The shipment of repaired or replaced unit/parts to the factory shall be at the cost of the winning bidder. Repair means the removal of a defective item/equipment for purposes of fixing and mending. Repairs on the same defective item/equipment should only be conducted for a maximum of two (2) instances, otherwise, it shall be subject to replacement. Replacement means the removal of a defective item/component which is beyond repair, and the installation of a new item/component with a new serial number, if any. The defective item/component/equipment may be taken by the winning bidder and/or its principal. Such repair and replacement shall be duly documented by the end-user in coordination with the Property Section.

## **6. Technical Support and Services**

- 6.1 The bidder shall provide service bulletins/ journals to inform PTNI on any modifications and improvement to the equipment. These bulletins/journals shall also provide instructional materials and procedures for updates when necessary.

## **7. Technical Manuals**

Technical Manuals should be supplied for free and written in English language. These manuals should include installation instructions, set-up procedures, operating instructions, maintenance instructions and troubleshooting procedures. It should also include the parts list which shall indicate the manufacturer part number, circuit designator, description and generic number, component designators and values.

The above-mentioned are in addition to eligibility requirements under R.A. 9184.

**C. DELIVERY PERIOD**

The winning bidder shall complete this project within NINETY (90) calendar days from the date of Notice to Proceed. For this purpose, Delivery Period and Delivery of the Goods shall refer to Completion period.

**D. 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.

## *Section VI. Schedule of Requirements*

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

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Period</b>
1	<b>Encoders and Multiplexers</b> -3U Mounting Shelf with DUAL PS -Control Board -4pcs. H.264 HD/SD Encoder Board (NTSC/PAL) -ISDB-Tb Multiplexer Board (TS 6inputs, 3outputs)	1 lot	Within NINETY (90) calendar days from the date of Notice to Proceed
2	<b>MCT (Multiplexer Control Terminal)</b> MCT PC Terminal Software for MCT Hub	1 lot	
3	<b>EWBS Server</b>	1 lot	
4	<b>Installation Services and Installation Materials to include but not limited to:</b> Installation Tool and Equipment Installation Materials	1 lot	

## *Section VII. Technical Specifications*

No.	Description	Specification	Statement of Compliance
<b>1</b>	DTTB Headend General Description	<ol style="list-style-type: none"> <li>1. Headend system must be for ISDB-T Digital Transmission System</li> <li>2. Headend system audio/video coding (ENC), SI/PSI and TMCC (MUX) must apply the ISDB-T International Standard</li> <li>3. Headend system must support MUX redundancy of a main and a backup MUX with a seamless change – over feature between the main and back up MUX</li> <li>4. Headend must have the HD/SD encoder boards, EWBS Encoder board, and Multiplexer board all inside one frame.</li> <li>5. Headend system must have reliable redundant power supply system with seamless change-over.</li> <li>6. Headend system must be capable and ready for EWBS transmission as stated in the ISDB-T harmonization document.</li> <li>7. Headend system must be capable and ready for Datacasting.</li> <li>8. Multiplexer must be able to do compression</li> <li>9. Headend system must be able to deliver four (4) HD/SD</li> <li>10. All interconnecting cables and connectors should be of reputable brand, high quality and compatible with digital system.</li> <li>11. All headend controls shall be clearly labeled as an aid in servicing and troubleshooting. Inter – connecting electrical wiring shall be identified with wire number stamped along the entire length of each wires and cables.</li> <li>12. Headend system must be a Scalable System Architecture</li> <li>13. Headend system must be highly reliable with automatic restart within at least five (5) seconds after recovery from power failure.</li> <li>14. All audio/video sample and remote-control interconnect sockets shall be provided and conveniently located in the control cabinet.</li> <li>15. Lightning protection grounding device must be provided</li> <li>16. The grounding wire for the Headend shall make use of flat copper strip or copper wire of appropriate size.</li> <li>17. The headend system must be protected from voltage surge (grounding).</li> </ol>	
<b>2</b>	Encoder (4pcs)	Video Input: Multi Format, HDTV (1080i, 1080p, 720i, 720p)	



		<p>SDTV (576i,480i,480p)  Audio Input: Embedded Audio (16ch)  Video Encoding: H.264 High Profile @ level 4.0 or better  Audio Encoding: MPEG- 4 HE AAC profile v2 L4  Audio Stream: LATM/LOAS and ADTS  Closed Caption: Embedded in Input Signal and Outputted Subtitle Packet</p>	
3	Multiplexer	<p>Input Signal: 6TS input or 4 TS/CLK/SYNC/PPS  External of TS Input: 6TS or 12TS (Total Max Input: 18TS), MUX IF Board  Output Signal: 3TS Output (Possible TS- Compression output)  Function: Input Bitrate Limited and PID filtering and PID replacement  PSI Generation and Multiplexing  TOT and PCR Generation and Multiplexing  TS Compression (Conversion to DVB – TS)</p>	
4	EWBS Server	<p>Enable PC to locally controll EWBS On and Off for emergency case.  Transmission of Area Code are applicable.  Transmission of Emergency Message (8bit code or UTF-8)  Communication Status and Log between Server PC  Reception of EWBS information from Server PC  Conformity to ARIB Standards: ISDB-T Harmonization  Document: Early Warning Broadcast System  OS: Linux OS  CPU: at least Intel Xeon Processor E52680 V4  Memory: 8GB  HDD: 500 GB</p>	

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

The following templates of forms are provided for easy reference, attached hereto as Section X, which may also be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>:

## **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**

- ☐ (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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) 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.

### Additional Documents

The Supplier/Bidder must provide the following Certifications upon the Submission of Bids:

- (j) Track record of supply, delivery, installation, orientation, testing and commissioning of Headend Equipment for Digital TV Transmission System for a minimum of FIVE (5) years.
- (k) Certificate of distributorship/authorized dealer as proof from the manufacturer.
- (l) Bidder's SLCC similar to the contract to be bid should be any Supply, Delivery, Installation, Testing and Commissioning of Headend Equipment (such as sets of encoders and multiplexers for TV signal transmission). It should have been completed within the last five (5) years, provided that one of the SLCC submitted must be at least 50% of the ABC.
- (m) Certificate of Completion and Final acceptance on their previous supplied broadcast equipment, product and/or system offered to installed, local or abroad.

### Financial Documents

- ☐ (n) 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**
- ☐ (o) 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***

- ☐ (p) 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**

- ☐ (q) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (r) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (s) *[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.
- ☐ (t) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## ***Section IX. Forms***

GPPB Resolution No. 16-2020 Annex “A”, Circular 04-2020, Section 5.3 states that, Bidders are highly encouraged to use the templates provided to minimize errors or omissions in the forms submitted. However, failure to use said templates is not a ground for disqualification, provided that the form submitted includes all the mandatory provisions required in the 2016 revised IRR of RA No. 9184 and its associated issuances and as identified in Item 6 of this Circular.

### “Item 6.0 MANDATORY PROVISIONS OF REQUIRED FORMS

6.1. The Required Forms to be submitted by Bidders shall contain the following:

Required Forms	Mandatory Provisions
a. Bid Form	<ul style="list-style-type: none"> <li>i. Bid prices in figures and in words; and</li> <li>ii. The Bid price shall include the cost of all taxes, such as, but not limited to, value added tax, income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the price schedule or detailed estimates.</li> </ul>
b. Price Schedule	<p>Prices indicated in the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> <li>i. For Goods offered from within the PE’s country:               <ul style="list-style-type: none"> <li>1. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);</li> <li>2. The cost of all sales and other taxes already paid or payable;</li> <li>3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and</li> <li>4. The price of other (incidental) services, if any.</li> </ul> </li> <li>ii. For Goods offered from abroad:               <ul style="list-style-type: none"> <li>1. The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines;</li> <li>2. The price of other (incidental) services, if any; and</li> <li>3. For Services, based on the form which may be prescribed by the PE, in accordance with existing laws rules and regulations.</li> </ul> </li> </ul>

<p>c. Bid Securing Declaration</p>	<ul style="list-style-type: none"> <li>i. Bidder shall enter into contract with the PE and furnish the required performance security within ten (10) calendar days, from receipt of the Notice of Award; and</li> <li>ii. Bidder accepts that: <ul style="list-style-type: none"> <li>1. It shall be automatically disqualified from bidding for any procurement contract with any PE for a period of two (2) years upon receipt of the Blacklisting Order; and</li> <li>2. It will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the PE for the commission of acts resulting to the enforcement of the Bid Securing Declaration under the pertinent provisions of the IRR of RA No. 9184, and its associated issuances.</li> </ul> </li> </ul>
<p>d. Omnibus Sworn Statement</p>	<ul style="list-style-type: none"> <li>i. The signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract accompanied by relevant notarized document;</li> <li>ii. Bidder is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or local government units, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB, <b>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting. [NEW]</b></li> <li>iii. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;</li> <li>iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</li> <li>v. Bidder complies with the disclosure provision under Section 47 of RA No. 9184 and its 2016 revised IRR, in relation to other provisions of RA No. 3019;</li> <li>vi. Bidder complies with existing labor laws and standards;</li> </ul>

	<ul style="list-style-type: none"> <li>vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</li> <li>viii. Bidder did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any Procurement Project or activity; and</li> <li><b>ix. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code. [NEW]</b></li> </ul>
<ul style="list-style-type: none"> <li>j. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started</li> </ul>	<ul style="list-style-type: none"> <li>i. Names of outstanding contracts with other contracting party, i.e., PE or private company allowed by the rules, contract date, period and amount or value; and</li> <li>ii. For Goods, kinds of Goods and dates of delivery.</li> </ul>
<ul style="list-style-type: none"> <li>k. Statement of the Bidder's SLCC similar to the contract to be bid</li> </ul>	<ul style="list-style-type: none"> <li>i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary;</li> <li>ii. For Goods, the relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed; and</li> <li>iii. Definition or description of the similar project or major categories of work.</li> </ul>
<ul style="list-style-type: none"> <li>m. Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods</li> </ul>	<ul style="list-style-type: none"> <li>i. For NFCC Computation: <ul style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS);</li> <li>3. Amount or value of bidder's current liabilities based on AFS; and</li> <li>4. Amount or value of all outstanding or</li> </ul> </li> </ul>

	<p>uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p> <p>ii. For CLC:</p> <ol style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount, which should be at least equal to ten percent (10%) of the ABC; and</li> <li>3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank</li> </ol>
<p>n. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods</p>	<p>i. If a JVA is already in existence, the contents shall include the responsibility of each of the JV partners or its contributions to the JV; and</p> <p>ii. The contents of the Notarized Statements from all potential JV partners shall include that:</p> <ol style="list-style-type: none"> <li>a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and</li> <li>b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.</li> </ol>
<p>o. Certification as to reciprocity to foreign bidders for Goods</p>	<p>Foreign bidder claiming eligibility based on its country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product.</p>

See GPPB Circular No. 04-2020 for further details:

<https://www.gppb.gov.ph/issuances/Circulars/GPPB%20Circular%20No.%2004-2020.pdf>

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
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_____		
_____		
_____		

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

NOTE: under Sec 32.2.1 (a) of RA9184 "Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or dash (-) for the said item would mean that it is being offered for free to the Government "**

# *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

## *For Goods Offered from Abroad*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

NOTE: under Sec 32.2.1 (a) of RA9184 "Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or dash (-) for the said item would mean that it is being offered for free to the Government "**



