



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

PHILIPPINE BIDDING DOCUMENTS

(Procurement of GOODS)

**DESIGN, SUPPLY, DELIVERY,
INSTALLATION, SUPERVISION,
INTEGRATION, TRAINING, TESTING
AND COMMISSIONING OF LIGHTING
FACILITIES FOR THE HIGH
DEFINITION MULTI PURPOSED
STUDIO OF THE PEOPLE'S
TELEVISION NETWORK INC. (PTNI)**
ITB No. 2021-0015

Government of the Republic of the Philippines

**Sixth Edition
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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

INVITATION TO BID FOR

Design, Supply, Delivery, Installation, Supervision, Integration, Training, Testing and Commissioning of Lighting Facilities for the High Definition Multi Purposed Studio of the People's Television Network Inc. (PTNI)

ITB No. 2021-0015

1. The *People's Television Network, Inc. (PTNI)* through the *CAPEX 2015* intends to apply the sum of **Forty Million Pesos (PHP 40,000,000.00)** being the ABC to payments under the contract for ***Design, Supply, Delivery, Installation, Supervision, Integration, Training, Testing and Commissioning of Lighting Facilities for the High Definition Multi Purposed Studio of the People's Television Network Inc. (PTNI), ITB No. 2021-0015.*** 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 ***One Hundred (100) Calendar Days from the date of receipt of the 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 ***11 October 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 ***Twenty-Five Thousand Pesos (PHP 25,000.00).*** 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 **18 October 2021, 2:00 PM** through videoconferencing/webcasting via **Zoom**, which shall be open to prospective bidders.

Meeting ID : 828 2721 8514

Passcode : 2021-0015

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 3 November 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 3 November 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 : 816 6291 3371

Passcode : 2021-0015

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/
 Procurement forms: <https://www.gppb.gov.ph/downloadables.php>

11 October 2021



ATTY. JASON SHAFFER 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 ***Design, Supply, Delivery, Installation, Supervision, Integration, Training, Testing and Commissioning of Lighting Facilities for the High Definition Multi Purposed Studio of the People's Television Network Inc. (PTNI).***, with identification number ***ITB No. 2021-0015.***

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 ***Forty Million Pesos (PHP 40,000,000.00).***

2.2. The source of funding is: 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.

- 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. **or**
 - b. In lieu of the above, the Bidder may comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 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 may be. 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"> a. <i>Supply, Delivery, Installation, Training, Testing and Commissioning of Television Studio Lighting System and Facilities.</i> b. completed within <i>Five (5) 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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond
19.3	Not Applicable.
20.2	<p><i>PROOF OF CONCEPT OF TENDER</i></p> <ul style="list-style-type: none"> a. <i>The bidder shall present, discuss and explain in detail the Technical Proposal through a PowerPoint presentation or an AVP (AVP must be made by sketch up or alike software with accurate scales). This presentation shall only be made after passing the Eligibility and Financial requirements under R.A. 9184. This will be done during the Post Qualification. The presentation must be in 3D setup which shows the total look of studio lighting grids, pantograph, lights, console table and display monitors, racks, and wirings.</i> b. <i>The Procuring Entity and the members of the Bids and Awards Committee (BAC), Technical Working Group (TWG) and End Users have the full right to change, re-arrange, modify, accept or not accept the submitted proposal of the bidder. (This item 9.b does not subject for disqualification, the bidder is required to re-submit the proposed design based on the recommendation of the end user within two (2) calendar days from the date of presentation).</i>
21.2	<i>None</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Quezon City. 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 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.”</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 are Ms. Maria Angela C. Gatan, Rose Marie Manalansang and Mr. Ramon Ibarra.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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 **Three (3) days** of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <p><i>Physical inspections</i> <i>Power up the systems</i> <i>Completeness of deliveries including accessories</i> <i>System operations.</i></p>

TECHNICAL SPECIFICATION REQUIREMENTS

PROJECT TITLE:

Design, Supply, Delivery, Installation, Supervision, Integration, Training, Testing and Commissioning of Lighting Facilities for the High Definition Multi Purposed Studio of the People's Television Network Inc. (PTNI)

1. OBJECTIVE

The objective is to modernize PTV's studio lighting system which caters to the variety of modern programs of television productions. Finding the way to the latest art of lighting technology, the current bi-color (daylight and tungsten) studio lighting system will emerge into a dynamic multi-mixing color of lights suited for different types of TV shows.

Also, the heavy load capacity type of light fixture and casing will become lightweight and powerful. This will be more applicable as a mitigation measure to possible impacts of strong earthquakes such as we are anticipating "The Big One".

2. GENERAL REQUIREMENTS

2.1 Payment Terms: Best Payment Terms as allowed under R.A.9184 in Philippine Pesos

Subject to submission of requisite documents, eighty percent (80%) of the total contract amount shall be paid to the winning bidder after the delivery and/or inspection of all items required for this project per its Purchase Order. This will be processed after the issuance of the Certificate of Partial Completion and Partial Acceptance. The remaining twenty percent (20%) shall be processed after the issuance of the Certificate of Completion and Final Acceptance, subject to submission of requisite documents.

2.2 Completion of Project: One Hundred (100) calendar days from the date of Notice to Proceed (NTP). For this purpose, Delivery Period and Delivery of the Goods shall refer to Completion period.

3. PROJECT INCLUSION:

- a. Design, Supply, Delivery, Installation, Supervision, Integration, Training, Testing and Commissioning of Lighting Facilities Console tables stated in the Schedule of requirements below.
- b. Design, supply and installations of additional Lighting Grid.
- c. Dismantling of existing Lighting facilities of studio-A (see selected items to be dismantled on the table below). All remaining lighting facilities in studio-A not mentioned in this item "c" may be used by the winning bidder on their option.
 - i. All Self Climbing Hoist
 - ii. Mimic Controller of Self Climbing Hoist
 - iii. Power Rack (Cabinet) of all self-climbing hoist located at dimmer room.
 - iv. Dimming Console and its accessories.
- d. Repositioning the White Cyclorama Clothes move to 0.5 meters from wall.
- e. Green Fabric Flame Retardant (Chroma Clothes) shall be replaced by new one.
- f. Masonry works for exhaust fan in dimmer room.
- g. Reconfiguration of electrical wiring from old lighting equipment.
- h. Fabrication and Installation of floor box panel for floor lighting requirement.
- i. Restoration of all altered parts of the building during installation including painting.

- j. Testing and Commissioning of Supplied Fixtures and Lighting Console.
- k. On-Site Operational and Maintenance Training
- l. Three (3) Months on site technical operational support.
- m. Winning Bidder must provide the warehouse for all supplies.

4. PRICE INCLUSIONS:

- a. Cost of Studio Lighting Systems, Console Table, Audio/Video Monitoring including shipment, and government taxes
- b. Dismantling, restorations, installation, integration and commissioning
- c. Cost of Engineering & Technical Services with Three (3) months on-site Support
- d. Cost of Training
 - i. Training Services (On-site Training)
 - ii. Equipment Operation
 - iii. Equipment Maintenance and Repair
 - iv. Bidder must include the Cost break down in their financial components.
- e. Cost of Warranties
 - i. Warranty on Equipment
 - ii. Warranty on Installation and Workmanship

5. DELIVERY AND INSTALLATION SITE:

People's Television Network, Inc.
 Ground Floor, Broadcast Complex,
 Visayas Ave. Diliman Quezon City 1100, Philippines

6. PROJECT PLANNING:

The bidder shall include in their technical proposal the description, strategy, and approach for the services needed, based on its understanding of PTV's requirements. The approach must consider the method of Dismantling, Design, supply, delivery, installation, project inspections integration, testing, training, and final commissioning.

The Winning Bidder/System Integrator must provide Gantt Chart and final commissioning table.

7. SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS

LEGAL DOCUMENTS

- i. Government Permits and Clearances (as stated in the Platinum membership of PhilGEPS Registration).
- ii. All requirements stated in the Bid Documents issued by PTNI.

8. TECHNICAL DOCUMENTS

a. Track Record Certifications - (ALL OF THE ITEMS BELOW ARE TO BE INCLUDED IN THE BID DOCUMENT THAT WILL BE SUBMITTED).

- i. The bidder must have after-sales on-site support with capability and expertise in the installation/integration, testing, troubleshooting, and diagnostic repair and maintenance of supplied lighting facilities used for television for Ninety (90) Calendar days. The after-sales on-site support personnel must be part of the installation process from the beginning of works.
- ii. Bidder must submit proof of technical support such as but not limited to, installation/integration, testing, troubleshooting, and diagnostic repair and maintenance of supplied lighting facilities of the delivered similar project.
- iii. The bidder must be in a similar business for at least 5 years in the television broadcast.
- iv. The bidder must submit Purchase Orders and Contracts of similar items sold to Television broadcast and/or similar institutions within the last 5 years and must be at least 50% of the approved budget for the items being procured.

- v. Similar Project for this purpose is Supply, Delivery, Installation, Training, Testing and Commissioning of Television Studio Lighting System and Facilities.
- vi. The bidder must include in the presentation complete address, pictures and contact person/s of recently delivered projects or ongoing project for possible inspection.
- vii. The bidder must include in the presentation pictures of recently delivered TV Broadcast Studio Lighting Systems and/or Studio Broadcast Equipment and Facilities.
- viii. The bidder must submit the Certificate of Acceptance for the similar project submitted.
- ix. Certification from the bidder that the assigned personnel on-site have the capability and expertise in the installation/integration, testing, troubleshooting, diagnostic repair and maintenance of supplied equipment.

9. PROOF OF CONCEPT OF TENDER

- a. The bidder shall present, discuss and explain in detail the Technical Proposal through a PowerPoint presentation or an AVP (AVP must be made by sketch up or alike software with accurate scales). This presentation shall only be made after passing the Eligibility and Financial requirements under R.A. 9184. This will be done during the *Post Qualification*. The presentation must be in 3D setup which shows the total look of studio lighting grids, pantograph, lights, console table and display monitors, racks, and wirings.
- b. The Procuring Entity and the members of the Bids and Awards Committee (BAC), Technical Working Group (TWG) and End Users have the full right to change, re-arrange, modify, accept or not accept the submitted proposal of the bidder. *(This item 9.b does not subject for disqualification, the bidder is required to re-submit the proposed design based on the recommendation of the end user within two (2) calendar days from the date of presentation).*

10. GENERAL TECHNICAL REQUIREMENTS

A. REFERENCES

This General Technical Specification is intended to cover the complete detailed design, supply, delivery, installation, integration, testing and commissioning of all supplied facilities. The System Integrator shall be a specialist broadcast engineering system integrator and has its own product sources, manpower, test instruments, expertise and experience.

It shall be the responsibility of the Winning Bidder/System Integrator to supply and install a complete working system. Any additional equipment, interface modules or cards or wiring needed in order to meet the requirements, *even if not specifically mentioned herein or on the drawings and attached document*, shall be supplied and installed by the Winning Bidder/System Integrator without claim for additional payment.

The Winning Bidder/System Integrator shall supply documents with the same format arrangement and order, based on the Bid Documents published by Procuring Entity for the fast and easy evaluation and inspection of the Procuring Entity's Authority representative. Every item/equipment specification shall be supported by a clear-colored picture (front and back) panel. Every item/equipment with required accessories shall be defined and itemized and also supported by clear and colored pictures (Winning Bidder/System Integrator shall provide Three Colored copies of the provided brochure: the original copy, copy 1 and copy 2). Required specification shall be highlighted in the provided brochure.

Example:

Required Luminance

Required CRI, etc.

11. DETAILED SYSTEMS DRAWINGS AND DESIGN (Conceptual)

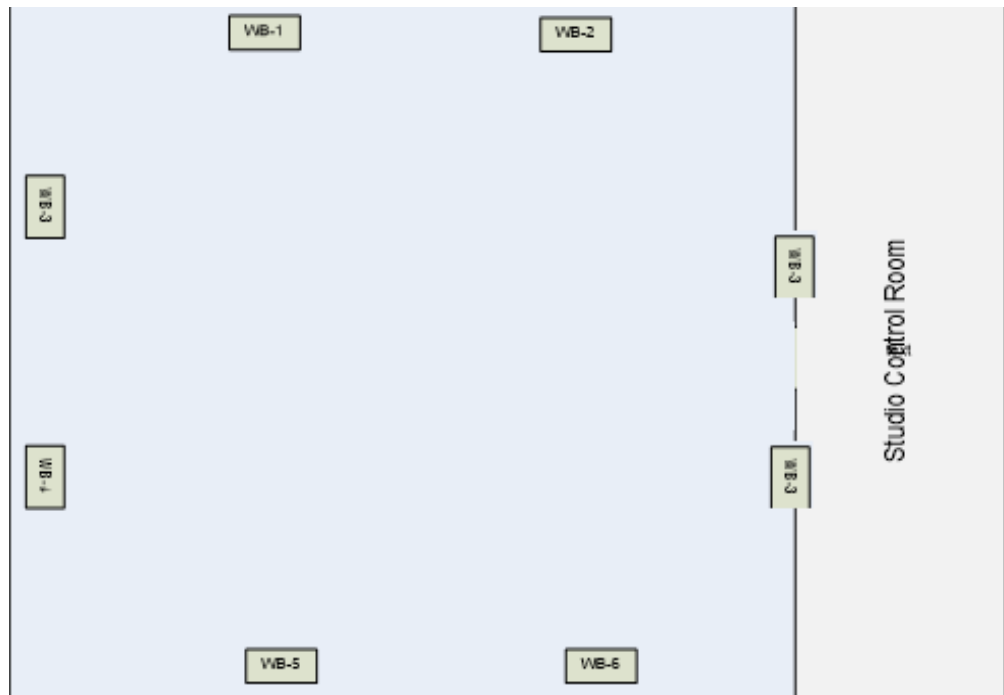
NOTE: All of these conceptual drawings and design shall be included in the Technical Component envelope upon submission of Bid.

1. ANNEX-A Electrical wiring
2. ANNEX-B Dimming control wiring
3. ANNEX-C Control and monitoring wiring
4. ANNEX-G Rack placement
5. ANNEX-H Lighting grid (battens) placement
6. ANNEX-I Pantograph placement
7. ANNEX-J Relocation of Cyclorama Cloth White and Green
8. ANNEX-J Any possible civil works

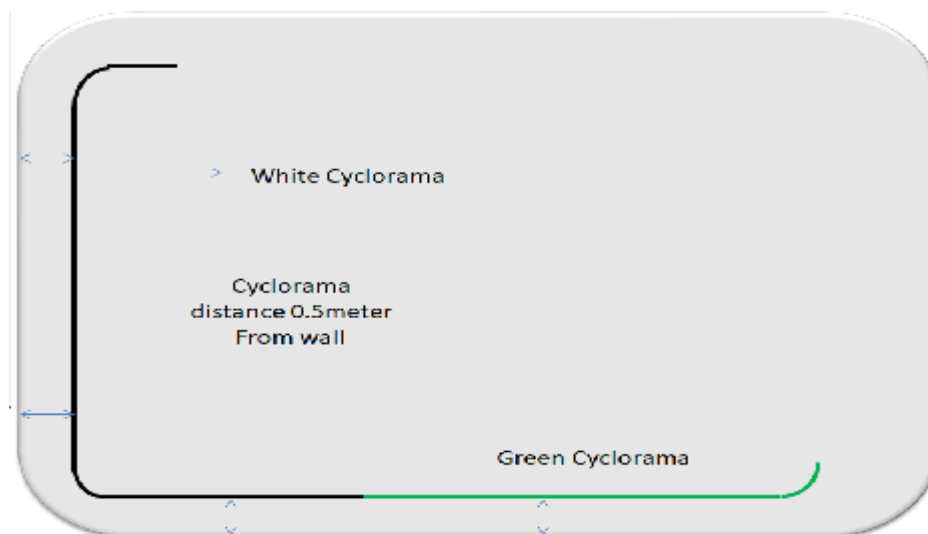
12. Television Broadcast Lighting Equipment and Accessories.

12.1 General Description

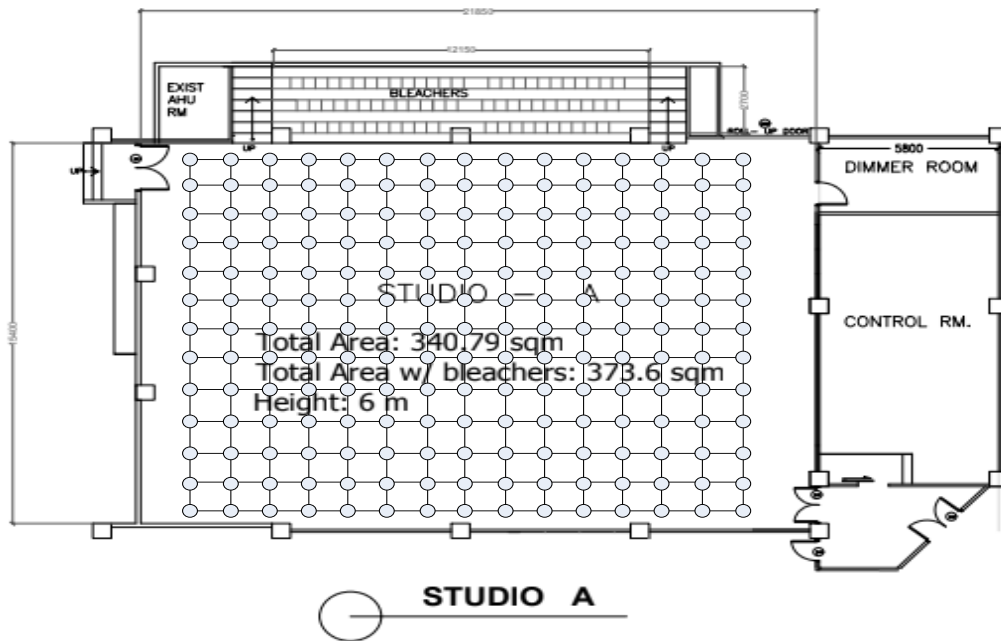
- a. The Studio Lighting Equipment is envisioned to be equipped with high broadcast quality platform. It can also handle multi program format and designed for "LIVE" and taped, news and public affairs, sports, and entertainment shows and programs.
- b. **General Requirements**
 The Bidder shall provide equipment for studio that has "EQUIVALENT OR SUPERIOR" technical specifications than the equipment technical specifications stated herein.
 (The detailed technical specification mentioned in the table is a minimum the requirement), the bidders are encouraged to supply superior and top of the line studio lighting facility.
- c. The Bidder shall provide equipment and accessories from the reputable manufacturers.
- d. The bidder shall submit as part of their bid the details of make, model and year of manufacture of all the offered items.
- e. The bidder shall also adhere to the following:
 - i. Power for all equipment shall be 100V-240VAC auto volt, 60Hz.
 - ii. All standard accessories that come with the equipment such as: cables, connectors, adaptors, software, hardware and third-party hardware, software and licenses and all necessary supplies and materials for the installation and integration of equipment must be supplied by the bidder.
 - iii. All cabling and wiring shall have a proper coding for cable management system in order to facilitate the installation with all applicable engineering and electrical standards, fault finding, troubleshooting and maintenance. Cable labeling/tagging must be written in clear transparent movable tube material, and must be written and defined as:
 - iv. Cable number; Source, Destination; Rack # and rack unit location; Machine Input – Machine output; must be one (1) foot away from the connector.
- f. The Winning Bidder/System Integrator shall submit the proposed/plan for the Studio Production Lighting Console Table to the PTNI-Project Management Office (PMO) and shall seek written approval prior to the installation.
- g. All racks, breakers, power supply modules, and frame equipment shall be installed at the designated dimmer room.
- h. The bidder must provide and install exhaust fan in studio-A and Studio-A dimmer room, and studio-B and studio-B dimmer room with sufficient power to cool the dimmer rooms.
- i. The bidder must install the supplied studio lighting system in the Multi-Purpose Studio. Also, the bidder shall provide needed third party hardware, software and all needed accessories and materials for the integration at their own cost.
- j. The bidder must provide DMX patch and AC box (patch bay) to the following areas for floor lights:
 - i. Two (2) boxes with at least 6 sockets (DMX Controlled) per box for every side of the studio floor of the Multi-Purpose Studio. (See attached drawing).



- k. The table of requirements listed below is the minimum estimated quantity for the studio lighting. Bidder must provide their proposed design for the studio and include in the submitted documents.
 - i. Bidder shall illuminate the Multipurpose Studio. (Please refer to the conceptual drawing on ANNEX-B).
 - ii. ANNEX-B – Winning Bidder/System Integrator must illuminate the area indicated below
 - 1. Multi-purpose Studio must illuminate the whole area (see drawing).
- l. Cyclorama Placement (the bidder required to conduct site evaluation for actual measuring, inspections and planning). The bidder white Cyclorama must be move at 500mm from the wall. The Green Chroma Cloth must be covered start from 1 meter from wall of PCR to the end of corner in that side, overlapped to the white cyclorama cloth.



- m. The bidder must ensure the support the existing C-Tracks (Battens) and additional lighting grid.



Motorized Lighting System		
Studio Engineering PTNI	Studio-A	January 8, 2021

n. Lighting console table and swivel chair shall be included in the lighting facilities it must be the same in PCR console table. (See Studio PCR Console table as reference). All Monitors must be mounted to the concrete wall (left side from the entrance door).

13. Brochures, Manuals and Literature

- a. Operation and Technical Service Manuals should be supplied and written in the English language.
- b. Manuals should include block, schematics, circuit and wiring diagrams, installation instructions and set-up procedures, operating instructions, maintenance instructions and troubleshooting procedures.

14. Broadcast Equipment Personnel Training.

- a. The Winning Bidder/System Integrator shall provide a comprehensive on-site equipment operation, maintenance and user's training to be conducted immediately before the acceptance of the delivered equipment.
- b. Training Inclusions:
 - i. Attendees:
 - 1. Main (must be participate in all programs).
 - a. All Lightman
 - b. Studio Systems and Engineers
 - c. TV Maintenance Tech-Support
 - d. Studio Supervisor
 - 2. Other participants (
 - a. Cameraman
 - b. Technical Director/Vision Mixer
 - c. Program Director
 - d. Creative section, Engineering Division, each Regional studios shall send Two (2) representatives for this training.

- ii. Two-Day Basic to Advance Operations Training of the following: (Note: The training module to be use for this training are the Operation Manual, training must be walk-through line by line and page by page of the manuals).
 - 1. Studio Lighting and facilities
 - 2. Dimmer Console
 - 3. Waveform Monitor
 - 4. Digital Light Meter
 - 5. Maintenance support and configurations
 - 6. Repair and troubleshooting
 - 7. Trouble shooting workflow
- iii. Three-Day Different Television Advance Studio Lighting Technique. (Note: For this training, winning bidder must provide reference manual or training modules).
 - 1. Studio light luminance to Camera aperture light balancing.
 - 2. Proper used of Light meter
 - 3. Picture waveform interpretation Luminance and Chrominance Level and adjustment.
 - 4. Signal interpretation and proper use of Lighting vector in the waveform monitor.
 - 5. Shadow requirements
 - 6. Indoor/outdoor ambiance
 - 7. Day and night scene.
 - 8. Outdoor/indoor ENG Camera interview lighting technique are included in the training.

All requirements and expenses including meals for the training are to the account of the Winning Bidder/System Integrator and it shall provide sufficient printed copies of the training module).

15. Project Coordination

The Winning Bidder/System Integrator shall provide and assign a full-time coordinator/liason officer on site to report directly to the PTNI-PMO for the purpose of ensuring a trouble-free project implementation.

16. Warranties

- a. The bidder shall submit Certifications that the equipment being offered has undergone and passed Quality Control inspections.
- b. The bidder shall issue a Notarized warranty Certificate on equipment and accessories supplied, delivered, for two years (2) from date of final acceptance. The bidder and the manufacturer shall also issue a Notarized Certification that after the warranty period PTNI shall have the right to procure any spare parts directly to the manufacturer.
- c. The bidder shall issue a warranty on workmanship in the installation and integration of the entire studio project for two (2) years from the date of final acceptance.
- d. The obligation under all warranties shall cover all repairs or replacements of defective equipment and accessories. The shipment of defective parts or equipment shall be at the cost of the winning bidder during warranty period.
- e. All performance determined to be unacceptable shall be for the correction/rectification by the bidder within seven (7) calendar days from written notice.
- f. The obligation under all warranties shall cover all repairs and/or replacements of defective equipment and/or 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. Defective item/equipment beyond repair 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, from the same manufacturer. 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.

17. Technical Support

- a. The bidder must provide customer service engineers available for telephone, internet, or onsite service 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.
- b. The winning bidder must have a local support service/repair maintenance facility in the Philippines.
- c. The bidder is required to provide a Certification that the spare parts of all supplied equipment are available within five (5) years from the final completion and acceptance of the project.

18. Testing and Commissioning Activity

The testing and commissioning activity shall be conducted in the presence of duly authorized on-site representatives of PTNI. If such testing and 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 training report to the PMO as a requisite for the issuance of the Certificate of Completion and Final Acceptance.

Additional instructions to bidder:

1. **RESTORATION OF BUILDING AFTER WORKS**

All works that will, in any way, alter the building shall be restored by the winning bidder to its account.

2. **HEALTH AND SAFETY PROTOCOLS DURING PROJECT IMPLEMENTATION**

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

3. **SITE INSPECTION AND CERTIFICATION**

Site inspection is required for this project. The site inspection is scheduled on the **October 12-13, 2021 from 10:00 AM - 3:00 PM** at PTV4 Broadcast Complex, Visayas Avenue, Diliman, Quezon City

During the site inspection, interested bidders are encouraged to perform all technical parameters necessary for the completion of the project.

Please take note of the following before entering the premises of PTNI:

1. Submit a duly accomplished Health Declaration form and COVID-19 Negative Rapid Antigen Test (AgT) or RT-PCR results from within the last 48-hours before entry;
2. Not exhibiting symptoms of COVID-19;
3. Wear appropriate PPE's such as face masks & face shields; and
4. Comply with strict health and safety protocols.

A Certificate will be issued after the inspection signed by the PTNI's representative, which shall be included in the bid tender (Technical Component).

Please email us your intention to conduct site inspection through the BAC Secretariat at bacsecretariat@ptni.gov.ph at least one day before the inspection.

Section VI. Schedule of Requirements

STUDIO LIGHTING EQUIPMENT SCHEDULE OF REQUIREMENTS

MULTI-PURPOSE STUDIO			DELIVERY PERIOD: 100 CALENDAR DAYS
ITEM	QTY	UNIT	DESCRIPTIONS
LIGHTING CONSOLES, DATA SPLITTERS, SIGNAL CABLES & 5 PINS XLR'S			
1	1	unit	Lighting Console w/ Accessories
2	1	lot	At least 6-way DMX RDM Splitter
LED LIGHTING FIXTURES POLE OPERATED (Pan Tilt, spot/flood pole operated) with four leaf barndoor each light			
3	32	units	High Power Multi color Red, Green, Blue, warm and cold Spot Led Lights Fully Pole Operated 300W
4	32	units	High Power Multi color Red, Green, Blue, warm and cold Panel fully Pole Operated 200W
5	24	units	LED PAR Multi color Red, Green, Blue, warm and cold fully Pole Operated
6	2	units	Moving Head LED Wash Black Body Studio type at least 10000 lumens
7	2	units	Moving Head LED Profile output lumens at least 10000, output CCT
8	6	units	4 Cells LED Strip Multi color, warm and cold (Red, Green, Blue, Amber, Lime & Cyan)
MOTORIZED PANTOGRAPH SYSTEM (Capable for manual operation when motor has failed to operate).			
9	32	units	Motorized Pantograph System extended at least 6 meters with Control panel.
10	58	units	Spring type self-counter weight Manual Pantograph.
11	8	units	Super Wind-Up Steel Roller Stand-3 section
12	8	units	Master Aluminum Stand-4 Sections
13	2	units	Operating Pole at least 3.5 meters length super lightweight
14	2	units	Digital Light meter with built-in light temp storage.
15	1	lot	Pantograph roller
16	1	lot	Fixing Bracket for rail pipe
17	1	lot	Rails
LIGHTING GRID			
18	1	lot	Additional Lighting Grid (Battens)
CYCLORAMA CLOTH			
19	1	lot	Relocation/reposition of White Cyclorama Cloth must be close to 500mm from walls
20	2	16 meters	One of the Green Chroma Cloth must be installed at Studio-A, it must be from 1.5 meter from wall of PCR up to 16 meters overlapped to the white cyclorama cloth if over it must be trackable (parked at starting side).
WALL BOXES/Exhaust Fan			
21	8	units	Customized metal panel box
22	1	unit	Exhaust Fan
INSTALLATION MATERIALS:			
23	1	Lot	Installation, cables, connectors, cable trays, knot & bolts, Electrical Wires, Mounting Support etc. all accessories needed for installations.
			Miscellaneous
			Circuit Breakers and Electrical lugs.
LIGHTING SYSTEM Control MONITORING			
24	1	unit	At least 19 inches Broadcast Grade Confidence monitor

25	1	set	Console table
26	1	unit	Swivel chair without arm rest
27	1	Pair	Speaker monitoring

Section VII. Technical Specifications

19. STUDIO LIGHTING EQUIPMENT DETAILED TECHNICAL SPECIFICATIONS

MULTI-PURPOSE STUDIO	DELIVERY PERIOD: 100 CALENDAR DAYS	STATEMENT OF COMPLIANCE
ITEM	DESCRIPTIONS	
LIGHTING CONSOLES, DATA SPLITTERS, SIGNAL CABLES & 5 PINS XLR'S		
1	Lighting Console w/ Accessories	
	Must provide complete control of conventional and moving lights, DMX Out Ports, Touch screen capable interface motorized sub masters and grand master faders with at least 22" inches monitor.	
	<p>Manual Control: Must be control the following manually.</p> <ul style="list-style-type: none"> • Channel selection from keypad and/or multi-touch direct selects • Intensity set with level wheel, keypad, level button • Select Last recalls last sequential channel selection set • Select Manual selects all channels with manual values parameters • Capture • Recall-from and Copy-to commands • About provides detailed view of selected channels or record targets • Undo • Highlight and Lowlight, with optional user-definable Dim Lamp controls. 	
2	At least 6 output Rack Mounted 100-240V AC 60HZ DMX RDM Splitter	
LED LIGHTING FIXTURES POLE OPERATED (Pan Tilt, spot/flood pole operated) with four leaf barndoors each light (Wattage of every LED Lights are minimum requirement only).		
3	High Power Multi color Red, Green, Blue, warm and cold Spot Led Lights Fully Pole Operated 300W	
	High Television Lighting Consistency Index (TLCI) at least 90 – 100% 220-240V 50/60 Hz, 2100K – 10000K with 4 leaf barndoors, safety cable, Easy operation, Color LCD display, Selectable Day light or “tungsten” response, power AC and 5 pin DMX in & thru connectors. Operable Yoke must be controlling the Pan, Tilt, Spot and Flood of Light head.	
4	High Power Multi color Red, Green, Blue, warm and cold Panel fully Pole Operated 200W	
	High Television Lighting Consistency Index (TLCI) at least 90 - 100% 220-240V 50/60 Hz, 2100K – 10000K with 4 leaf barndoors, safety cable, Easy operation, Color LCD display, Selectable Day light or “tungsten” response, power AC and 5 pin DMX in & thru connectors. Operable Yoke must be controlling the Pan, Tilt, Spot and Flood of Light head.	
5	LED PAR Multi color Red, Green, Blue, warm and cold fully Pole Operated	
	High Television Lighting Consistency Index (TLCI) at least 90 - 100% 220-240V 50/60 Hz, 2100K – 10000K with 4 leaf barndoors, safety cable, Easy operation, Color LCD display, Selectable Day light or “tungsten” response, power AC and 5 pin DMX in & thru connectors. Operable Yoke must be controlling the Pan, Tilt, Spot and Flood of Light head.	
6	Moving Head LED Wash Black Body Studio type	
	6500K Narrow @ 5mtrs or better control motorized pixel control at least 7-pixel control, color	

	<p>mixing Multi color, warm and cold</p> <p>CTO preset CTO 2700K - 10000K fixed color at least 44 colors preset</p> <p>pan angle 540 degree, and with tilt angle up to 250 deg.</p> <p>Moving Head LED SPOT Black Body Studio type 10000 lumens</p> <p>100-240VAC input 50/60 Hz.</p> <p>Fixtures Power- Complete with Base, clamp, safety cable, DMX 512 w/XLR5 pins connector, Color mixing, rotating gobo wheels It must be capable for hanging and floor mounted Hanger, base plate, pole must be included.</p>	
7	<p>Moving Head LED Profile output lumens 10000 output CCT 6500K 480 lux Angle 8-40 deg color mixing variable CMY, CTO</p> <p>variable pan angle 540 deg with tilt angle up to 270 deg</p> <p>100-20VAC</p> <p>Fixtures Power- Complete with Base, clamp, safety cable, DMX 512 w/XLR5 pins connector, Color mixing, rotating gobo wheels It must be capable for hanging and floor mounted Hanger, base plate, pole must be included.</p>	
8	<p>4 Cells LED Strip Multi color (Red, Green, Blue, Amber, Lime & Cyan),</p> <p>COLOR SYSTEM Smart Color Control two zone color (Red, Green, Blue, Amber, Lime & Cyan), control adjustable frequency, frame rate, 33 predefined calibrated color, at least 20 user definable color preset DMX Mode, Color Control 13/24 channels Q Color mode, 100-240V with clamp, safety cable & DMX 512, 100-240V 60 Hz safety cable.</p>	
PANTOGRAPH SYSTEM		
9	<p>Motorized Pantograph System extended at least 6 meters with Control panel. Manual Pole Operated, with 1 power connector socket 16A 2P+E socket, outlet 1 DMX XLR 5 pins self-weight not more than 10 kgs.</p>	
10	<p>Manual Pole Operated Pantograph Spring type must be easy and fast pull down and push up for quick setup must be self-counter weight, travel at least 3.5 meters, safety working load at least 20 - 30 KGS, 1 power connector socket 16A 2P+E socket, outlet 1 DMX XLR 5 pins self-weight not more than 10 kgs.</p>	
11	<p>Super Wind-Up Steel Roller Stand-3 section with spigot, twist lock mid spreader</p>	
12	<p>Master Aluminum Stand-4 Sections with spigot, twist lock mid spreader</p>	
13	<p>Operating Pole at least 3.5 meters length super lightweight</p>	
14	<p>Digital Light meter with built-in light temp storage.</p>	
15	<p>Pantograph roller</p>	
16	<p>Fixing Bracket for rail pipe</p>	
17	<p>Rails</p>	
LIGHTING GRID		
18	<p>Additional Lighting Grid (Battens) The Lighting Grid must be extended up to 1 foot from all Air-conditioning Duct.</p>	
CYCLORAMA CLOTH		
19	<p>All existing White Cyclorama Cloth must be relocated and move close to 500mm from each wall.</p>	
20	<p>The Green fabric frame retardant (Green Chroma Cloth) must be covered start from 1 meter from wall of PCR to the end of corner in that side, overlapped to</p>	

	the white cyclorama cloth. It shall be One (1) Whole Fabric, joint fabric is not acceptable.	
WALL BOXES/Exhaust Fan		
21	All Wall Box Panel must be place in the studio flooring Six (6) inches from Floor bracket of Cyclorama it must be accessible when use. Wall box panel must be made of metal. Two (2) boxes with at least 6 sockets (DMX Controlled) per box for every side of the studio floor of the Multi-Purpose Studio.	
22	Exhaust Fan to be installed to Studio-A Dimming room serve as support for cooling system	
INSTALLATION MATERIALS:		
23	Installation, cables, connectors, cable trays, knot & bolts, Electrical Wires, Mounting Support etc. all accessories needed for installations.	
	Miscellaneous	
	Circuit Breakers and Electrical lugs.	
LIGHTING SYSTEM Control MONITORING		
24	At least 19 inches (or bigger) Broadcast Grade Confidence monitor	
25	Console table Lighting console table and swivel chair shall be included in the lighting facilities it must be the same in PCR console table. (See Studio PCR Console table as reference). All Monitors must be mounted to the concrete wall (left side from the entrance door).	
26	Swivel chair without arm rest	
27	Speaker monitoring	

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

(j) Supplier's Track Record Certifications - (ALL OF THE ITEMS BELOW ARE TO BE INCLUDED IN THE BID DOCUMENT THAT WILL BE SUBMITTED).

1. The bidder must have after-sales on-site support with capability and expertise in the installation/integration, testing, troubleshooting, and diagnostic repair and maintenance of supplied lighting facilities used for television for Ninety (90) Calendar days. The after-sales on-site support personnel must be part of the installation process from the beginning of works.
2. Bidder must submit proof of technical support such as but not limited to, installation/integration, testing, troubleshooting, and diagnostic repair and maintenance of supplied lighting facilities of the delivered similar project.
3. The bidder must be in a similar business for at least 3 years in the television broadcast.
4. The bidder must submit Purchase Orders and Contracts of similar items sold to Television broadcast and/or similar institutions within the last 5 years and must be at least 50% of the approved budget for the items being procured.
5. Similar Project for this purpose is Supply, Delivery, Installation, Training, Testing and Commissioning of Television Studio Lighting System and Facilities.
6. The bidder must include in the presentation complete address, pictures and contact person/s of recently delivered projects or ongoing project for possible inspection.
7. The bidder must include in the presentation pictures of recently delivered TV Broadcast Studio Lighting Systems and/or Studio Broadcast Equipment and Facilities.
8. The bidder must submit the Certificate of Acceptance for the similar project submitted.
9. Certification from the bidder that the assigned personnel on-site have the capability and expertise in the installation/integration, testing, troubleshooting, diagnostic repair and maintenance of supplied equipment.

(k) DETAILED SYSTEMS DRAWINGS AND DESIGN (Conceptual)

NOTE: All of these conceptual drawings and design shall be included in the Technical Component envelope upon submission of Bid.

1. ANNEX-A Electrical wiring
2. ANNEX-B Dimming control wiring
3. ANNEX-C Control and monitoring wiring
4. ANNEX-G Rack placement
5. ANNEX-H Lighting grid (battens) placement
6. ANNEX-I Pantograph placement
7. ANNEX-J Relocation of Cyclorama Cloth White and Green
8. ANNEX-J Any possible civil works

- (l) The bidder shall submit as part of their bid the details of make, model and year of manufacture of all the offered items.
- (m) Certificate of Site Inspection

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

MANDATORY PROVISIONS OF REQUIRED FORMS

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"> i. Bid prices in figures and in words; and 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.
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"> i. For Goods offered from within the PE's country: <ul style="list-style-type: none"> 1. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable); 2. The cost of all sales and other taxes already paid or payable; 3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and 4. The price of other (incidental) services, if any. ii. For Goods offered from abroad: <ul style="list-style-type: none"> 1. The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines; 2. The price of other (incidental) services, if any; and 3. For Services, based on the form which may be prescribed by the PE, in accordance with existing laws rules and regulations.
c. Bid Securing Declaration	<ul style="list-style-type: none"> 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 ii. Bidder accepts that: <ul style="list-style-type: none"> 1. It shall be automatically disqualified from

	<p>bidding for any procurement contract with any PE for a period of two (2) years upon receipt of the Blacklisting Order; and</p> <p>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.</p>
<p>d. Omnibus Sworn Statement</p>	<p>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;</p> <p>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, 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]</p> <p>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;</p> <p>iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</p> <p>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;</p> <p>vi. Bidder complies with existing labor laws and standards;</p> <p>vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</p> <p>viii. Bidder did not give or pay, directly or indirectly, any commission, amount, fee, or any form of</p>

	<p>consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any Procurement Project or activity; and</p> <p>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]</p>
<p>j. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started</p>	<p>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</p> <p>ii. For Goods, kinds of Goods and dates of delivery.</p>
<p>k. Statement of the Bidder's SLCC similar to the contract to be bid</p>	<p>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;</p> <p>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</p> <p>iii. Definition or description of the similar project or major categories of work.</p>
<p>m. Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods</p>	<p>i. For NFCC Computation:</p> <ol style="list-style-type: none"> 1. ABC to be bid; 2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS); 3. Amount or value of bidder's current liabilities based on AFS; and 4. Amount or value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. <p>ii. For CLC:</p>

	<ol style="list-style-type: none"> 1. ABC to be bid; 2. Amount, which should be at least equal to ten percent (10%) of the ABC; and 3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank
n. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods	<ol style="list-style-type: none"> 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 ii. The contents of the Notarized Statements from all potential JV partners shall include that: <ol style="list-style-type: none"> a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and 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.
o. Certification as to reciprocity to foreign bidders for Goods	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.

Bid Securing Declaration Form

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

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]

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]

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
---------------------------	--------	-----------------------------------

(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]

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 "**

