



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)

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF NEW MEDIA EQUIPMENT (HARDWARE & SOFTWARE) OF PTNI

ITB No. 2021-0018

Government of the Republic of the Philippines

Sixth Edition
November 2021

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	35

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

Supply, Delivery, Installation and Testing of New Media Equipment (Hardware & Software) of PTNI

ITB No. 2021-0018

1. The *People's Television Network, Inc. (PTNI)* through the *GAA 2016 (CAPEX 2016)* intends to apply the sum of **Three Million Pesos (Php 3,000,000.00)** being the ABC to payments under the contract for **Supply, Delivery, Installation and Testing of New Media Equipment (Hardware & Software) of PTNI, ITB No. 2021-0018**. 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 **Thirty (30) Calendar Days ~~for~~ from the receipt of the Notice to Proceed (NTP)**. Bidders should have completed, **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 **09 November 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 **Five Thousand Pesos (PHP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person or through electronic means.

Interested Bidders may purchase the Bidding Documents through:

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 **16 November 2021, 2:00 PM** through videoconferencing/webcasting via **Zoom**, which shall be open to prospective bidders.

Meeting ID : 814 8356 4126
Passcode : 2021-0018

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 29 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 29 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 : 837 7274 9615
Passcode : 2021-0018

10. *People's Television Network, Inc. (PTNI)* Health and Safety Protocols during the following Procurement Activities:
 1. 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**.
 - 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 and 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.
 - ✓ Present a COVID-19 vaccination card or any proof of COVID-19 vaccination
 - ✓ 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>

09 November 2021



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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the **Supply, Delivery, Installation and Testing of New Media Equipment (Hardware & Software) of PTNI.**, with identification number **ITB No. 2021-0018.**

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 *GAA 2016 (CAPEX 2016)* in the amount of *Three Million Pesos (Php 3,000,000.00).*

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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;"><i>a. Supply, Delivery, and Installation of New Media/ Streaming Computers and Accessories.</i></p> <p style="padding-left: 40px;">a. Completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.</p>
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> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond</p>
19.3	Not Applicable.
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
21.2	None

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>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 is Dr. Jennifer RL Ortuoste, PhD (Digital Media and Interactive Services).</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 **Three (3) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **Not Applicable** 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> <ul style="list-style-type: none"> • <i>Power test</i> • <i>Network connectivity</i> • <i>Testing of installed application software</i>

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

PROJECT TITLE:

Supply, Delivery, Installation and Testing of New Media Equipment (Hardware & Software) of PTNI.

BACKGROUND:

More than ever, digital media are becoming the preferred means for users to consume media products related to news and current events. In a recent AC Nielsen survey presented to PTNI in early 2021, it was learned that some 80% or more of users prefer to access PTV news and other content through online sources, and only 5% through the traditional TV broadcast.

Also, beginning March 2021, DMIS has greatly increased the volume of its content. Website stories and other materials published at the site have tripled in number, as have the number of social media posts. There are also more videos and live coverages events being livestreamed on online broadcast compared to before.

In line with this, there is an urgent need to replace the two (2) livestreaming PCs currently being used to online-broadcast the news content being generated by PTV. These two machines are in danger of collapsing due to overuse, an outcome that would be detrimental to PTV's operations and mandate to deliver the news.

Also, due to the pandemic and the concomitant work-from-home policies enforced by the national government, DMIS writers, social media producers, video editors, and other employees are using their personal computers and phones to do their work, whereas if physically at the office, they would be assigned the equipment they need.

For purposes of operational efficiency and risk management, it is vital and necessary that employees be assigned laptops and pocket Wifi units for their use.

The appropriate complement of licensed software, hardware/cables and the like are also required to run the equipment properly.

PURPOSE/OBJECTIVES:

- **LIVESTREAMING PCs:** To ingest and send raw clips from a remote camera to the PTV Main Broadcast Center through File Transfer Protocol (FTP)
- **LAPTOPS:** To write and edit written and graphic content for the website and social media accounts
- **POCKET WIFI UNITS:** To assure a continuous wifi connection to submit written and graphic content for uploading to the website and social media accounts
- **SOFTWARE:** To operate and run the equipment

A. SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS

1.0 TECHNICAL ELIGIBILITY REQUIREMENTS

- 1.1 The equipment provider/bidder must have a track record of supply delivery of the required equipment within five (5) years. -
- 1.2 The equipment provider/bidder should have a certificate of authorized distributorship/ reseller of its products as proof from the manufacturer and support/services base in the Philippines.
- 1.3 The equipment provider/bidder must show Purchase Orders, Contracts of similar items procured within the Five (5) years.
- 1.4 The winning bidder shall guarantee that all supplied equipment has passed the quality control (QC) of the manufacturer. A certification of such shall be enclosed with the supplied equipment.

2.0 GENERAL REQUIREMENTS

2.1 Technical Conditions

- 2.1.1 The bidder shall offer equipment that has "EQUIVALENT OR EVEN BETTER" technical specifications than the equipment specified in this document.
- 2.1.2 The bidder shall ensure that all delivered software needed is licensed.
- 2.1.3 The bidder shall install all the software's requirement on the live streaming equipment.
- 2.1.4 The bidder shall offer equipment that adheres to the following technical requirements and conditions:
 - 2.1.4.1 Video format shall be compatible with the existing video codec and format in PTNI-house codec. High Definition 1920 x 1080i format broadcast quality with Digital Embedded Audio.
 - 2.1.4.2 Work natively with different formats such as ProRes, RED, XAVC, AVCHD, H.264, HEVC from DSLRs.
 - 2.1.4.3 The laptop editing system shall not be prone to virus and malwares.
 - 2.1.4.4 Power for all equipment shall be 100V-240V auto volt 50/60Hz.
 - 2.1.4.5 All standard accessories that come with the equipment such as: mouse, cables, AC charger, headphones, and all necessary supplies and materials must be supplied by the winning bidder.

2.2 Warranties

2.2.1 The obligation under all warranties shall cover all repairs or replacements of defective equipment and accessories. The shipment of repaired or replaced parts to the Procuring Entity shall be at the cost of the winning bidder. Replacement means the removal of a defective item/equipment and the installation of a new item/equipment with a new serial number, if any. The defective item/equipment shall be the property of PTNI and shall not be taken by the winning bidder and/or its principal. Such replacement shall be duly documented by the end-user in coordination with the Property Section.

2.2.2 The equipment bidder shall submit a guarantee certificate of the availability of spare parts and service for a minimum of three (3) years after the sale of equipment and accessories.

2.3 Project Completion

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

2.4 Technical Support

2.4.1 During the warranty, the winning bidder should provide customer service, available for telephone, internet, or onsite service during office hours (8am-6pm) 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.

2.4.2 The equipment provider/ winning bidder should have a local support service/repair maintenance facility in the Philippines.

The Winning Bidder should provide proof of authorized service center.

2.5 Technical Manuals

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

C. PAYMENT TERMS

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

Section VI. Schedule of Requirements

Item	Description	Unit	Quantity	Delivery Period
1	Live Streaming Workstation	set	2	Thirty (30) Calendar days from NTP
2	Writing Laptops for Graphics with Office 365 and Photoshop Subscription (1-year)	set	6	
3	Editing Laptops for Video Graphics with Adobe Premier, FCP, After Effects, Audition, Photoshop, and Illustrator (1-year)	set	5	
4	Pocket Wifi (TP-LINK)	unit	6	
5	Manageable Network Switch	unit	2	

Section VII. Technical Specifications

Item no.	Description	Technical Specification		Statement of Compliance
1	Live streaming workstation	CPU	3.6 GHz 8-Core Processor	
		CPU Cooler	Any 500-2500 RPM fan	
		Graphics Card	12 GB Video Card	
		Motherboard	X570	
		RAM	2x8GB or 1x16GB Dual-channel DDR4	
		Storage 1 - SSD	500GB SSD	
		Storage 2 – HDD	1 or 2TB HDD	
		Power Supply	650 watts (80+ Gold) modular	
		Case	ATX Mid Tower case	
		Case fans	3x 120mm 500-2500 RPM fans	
		Mouse	Wired	
		Keyboard	Wired	
		Speaker	Generic	
		Monitor	2x Any 27" 75-100 Hz monitor	
		Operating System	Latest license operating system Pro version 64Bit	
Licensed Software	<p>Professional Streaming software</p> <p>Complete Live Video Production Software solution with features including LIVE mixing, switching, recording and LIVE streaming of SD, full HD and 4K video sources including cameras and video files</p> <p>Streaming software must be capable of the following features:</p> <ul style="list-style-type: none"> • Simultaneous Streaming, Recording, and Output • Transition Effects • High Performance, Animated Graphics • PC and MAC Desktop Sources • Web Browser Input • Built-In Audio Mixer 			

2	Writing/Graphics Laptops	CPU & GPU	i7 or i9	
		Gpu Memory	at least 2GB GDDR5 graphics memory	
		Storage	512GB SSD or NVMe SSD	
		Memory	8GB	
		Camera	Yes (720p or Better)	
		Power Adapter	110~220v 60Hz	
		Operating System	Latest License Pro Version, 64-bit	
		License Software	Office 365 and Adobe Photoshop	
3	Editing Laptops for Video, Graphics	CPU & GPU	M1 or higher chip with 8-core CPU, 8-core GPU, and 16-core Neural Engine	
		Memory	16GB unified memory	
		Storage	2TB SSD storage	
		Display size	13-inch Retina display with True Tone	
		Keyboard	Backlit Magic Keyboard - US English	
		Mouse	Touch Bar and Touch ID	
		Io ports	Two Thunderbolt / USB 4 ports	
		Power Adapter	AC Adapter 110-220v AC	
		Operating System	Virus free operating system	
		Licensed Software	Adobe Premier, After effects, Audition, photoshop and illustrator	
4	Portable Pocket Wifi		3G,4G, LTE	
			150 Mbps download/50 Mbps upload	
			2.4Ghz	
			2000mAh	
			IEEE 802.11b, IEEE 802.11g, IEEE 802.11n	

5	Manageable Network Switch	<p>Processor and memory: ARM Cortex-A9 @ 800 MHz, 512 MB SDRAM, 256 MB flash; packet buffer: 1.5 MB</p> <p>I/O ports and slots: 24 RJ-45 auto-sensing 10/100/1000 ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100BASETX, IEEE 802.3ab Type 1000BASE-T); Duplex: 10BASE-T/100BASE-TX: half or full; 1000BASE-T: full only 4 SFP+ 1/10GbE ports</p>	
---	----------------------------------	--	--

Section VIII. Checklist of Technical and Financial Documents

The following templates of forms are provided for easy reference, attached hereto as Section IX, 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).

NOTE: In lieu of PhilGEPS Certificate of Registration and Membership or in the event that some Class “A” documents earlier submitted with PhilGEPS already expired on the opening of bids, the bidder shall submit its Class “A” Legal Documents

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) Technical Eligibility Requirements
 1. The equipment provider/bidder must have a track record of supply delivery of the required equipment within five (5) years.
 2. The equipment provider/bidder should have a certificate of authorized distributorship/ reseller of its products as proof from the manufacturer and support/services base in the Philippines.
 3. The equipment provider/bidder must show Purchase Orders, Contracts of similar items procured within the Five (5) years.
- (k) Warranties
 1. The equipment bidder shall submit a guarantee certificate of the availability of spare parts and service for a minimum of three (3) years after the sale of equipment and accessories.

Financial Documents

- (l) 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**
- (m) 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

- (n) 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

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

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

- (q) *[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.
- (r) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Forms

MANDATORY PROVISIONS OF FORMS (FOR GOODS)
The Forms to be submitted by Bidders shall contain the following:

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 bidding for any procurement contract with

	<p>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 consideration, pecuniary or otherwise, to any</p>

	<p>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.

	<ul style="list-style-type: none"> ii. For CLC: <ul 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
<ul style="list-style-type: none"> n. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods 	<ul 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: <ul 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.
<ul style="list-style-type: none"> o. Certification as to reciprocity to foreign bidders for Goods 	<p>Foreign bidder claiming eligibility based on its country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product.</p>

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]

[Letterhead of the Bidder]

***Statement of ALL ongoing government and private contracts
(Including contracts awarded but not yet started)***

NAME OF THE PROJECT :

BIDDER's COMPANY NAME :

COMPANY ADDRESS :

Item No.	Name of Contract Date of Contract Contract Duration	Owner's Name and Address/ Party Contracting with Bidder	Kinds of Goods	Amount of Contract Value of Outstanding Contracts	Date of Delivery
GOVERNMENT					
	a) b) c)			a) b)	
PRIVATE					
	a) b) c)			a) b) c)	

Instructions:

1. Indicate the correct and complete information required for each contract.
2. Date of Delivery indicates the projected date/s provided in their respective contracts.
3. In case there are no ongoing contracts, put N/A or None.

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

[Letterhead of the Bidder]

Statement of the bidder's Single Largest Completed Contract (SLCC)

NAME OF THE PROJECT :

BIDDER's COMPANY NAME :

COMPANY ADDRESS :

Name of Contract Date of Contract Contract Duration	Owner's Name and Address/ Party Contracting with Bidder	Definition or description of the similar project or major categories of work	Amount of Completed Contract	Date of Delivery

Instructions:

1. Indicate the correct and complete information required for each contract
2. **Attach End-user's Acceptance OR Official Receipt(s) OR Sales Invoice issued for the contract.**

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

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 "**

