



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

(As Harmonized with Development Partners)

**DESIGN, SUPPLY, DELIVERY,
INSTALLATION, CONFIGURATION,
TESTING AND COMMISSIONING
OF ONE GIGABIT PER SECOND (1-
GBPS) HIGH- SPEED INTERNET
SERVICE CONNECTION OF NEWS
FOR THE PEOPLE'S TELEVISION
NETWORK, INC.
ITB No. 2022-0006**

Government of the Republic of the Philippines

**Sixth Edition
March 2022**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid for	5
Section II. Instructions to Bidders	8
1. Scope of Bid	8
2. Funding Information	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5. Eligible Bidders	9
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	9
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	10
12. Bid Prices	10
13. Bid and Payment Currencies	11
14. Bid Security	11
15. Sealing and Marking of Bids	11
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	16
1. Scope of Contract	16
2. Advance Payment and Terms of Payment	16
3. Performance Security	16
4. Inspection and Tests	16
5. Warranty	17
6. Liability of the Supplier	17
Section V. Special Conditions of Contract	18
Section VI. Schedule of Requirements	22
Section VII. Technical Specification	23
Section VIII. Checklist of Technical and Financial Documents	28
Section IX. Additional Reminders on Eligibility Documents	30

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.



**PEOPLE'S TELEVISION
PARA SA BAYAN**

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

Section I. Invitation to Bid for

Design, Supply, Delivery, Installation, Configuration, Testing and Commissioning of One Gigabit Per Second (1-Gbps) High-Speed Internet Service Connection of News for the People's Television Network, Inc.
ITB No. 2022-0006

1. The *People's Television Network, Inc. (PTNI)* through the **Corporate Budget** intends to apply the sum of **Five Million Seven Hundred Thousand Pesos (PHP 5,700,000.00)** being the ABC to payments under the contract for **Design, Supply, Delivery, Installation, Configuration, Testing and Commissioning of One Gigabit Per Second (1-Gbps) High-Speed Internet Service Connection of News for the People's Television Network, Inc., ITB No. 2022-0006**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *People's Television Network, Inc. (PTNI)* now invites bids for the above Procurement Project. Delivery of the Goods is **One (1) Year contract commencing Fifteen (15) calendar days upon the receipt of the Notice to Proceed (NTP)**. Bidders should have completed, within **Three (3) 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 – 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **9 March 2022** from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (PHP 10,000.00)**. The Procuring

Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

Interested bidders shall pay through any of the following means:

- 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.
- 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 March 2022 at 4:00 PM** through videoconferencing/webcasting via **Zoom**, which shall be open to prospective bidders.

Meeting ID : 860 4571 3650
Passcode : 2022-0006

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **29 March 2022 at 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **29 March 2022, 10:30 AM** at the given address below 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 : 839 9379 8085
Passcode : 2022-0006

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

- a) 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**
 - Interested Bidder is requested to 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.
- b) Opening and Submission of Bids
 - PTNI will still require manual submission of bid.

- Bidder shall 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
 - 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.

c) Election Period

- Starting 25 March 2022 until 08 May 2022 in accordance with the Commission on Elections (COMELEC) Resolution No. 10695, PEs are prohibited from issuing a Notice of Award for the following procurement projects: (a) all kinds of public works, (b) social projects, and (c) housing-related projects.
- The *People's Television Network, Inc. (PTNI)* may hold the issuance of Notice of Award for this project until the 08 May 2022 upon determination that this project is included on the abovementioned prohibited procurement projects.

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>

9 March 2022



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, Configuration, Testing and Commissioning of One Gigabit Per Second (1-Gbps) High-Speed Internet Service Connection of News for the People's Television Network, Inc.** with identification number ***ITB No. 2022-0006***.

The Procurement Project (referred to herein as "Project") is composed of 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 ***Corporate Budget*** in the amount of ***Five Million Seven Hundred Thousand Pesos (PHP 5,700,000.00)***.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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 *Three (3) 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 e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 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 Philippine Pesos.

14. Bid Security

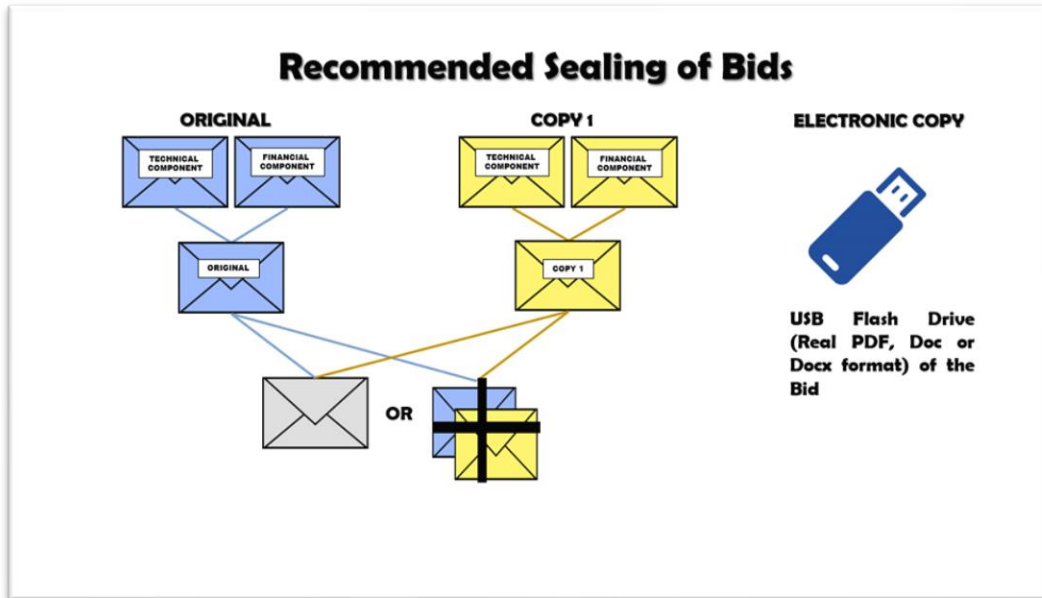
- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (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 two (Original and Copy 1) and an additional electronic copy in USB Flash Drive (Real PDF, Doc or Docx format) 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.



Recommended Marking of Bids

ATTY. JASON SHAHEER H. SALENDAB
 Chairperson
 Bids and Awards Committee
 PTNI Broadcast Complex,
 Visayas Avenue, Diliman, Quezon City

Bid for
 ITB No. _____
 Project Title _____

Submitted By
 Bidder's company name _____
 Bidder's contact details _____

"DO NOT OPEN BEFORE (the date and time of opening of bids)"

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 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 15 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. <i>Supply Delivery, and Installation of Internet Service Connection.</i> b. Completed within <i>Three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Not Applicable</i>
20.2	<i>During Post-Qualification Period or 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 the following documents:</i> <ul style="list-style-type: none"> • <i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i>
21.2	<i>No additional contract documents</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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 <i>Quezon City</i>. 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 <i>Ms. Maria Angela C. Gatan of News Division.</i></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: <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.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost 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 Not Applicable

Spare parts or components shall be supplied as promptly as possible, but in any case, within Not Applicable months 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	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> • <i>The Internet Provider shall issue monthly invoices and PTNI shall pay within 30 days upon receipt of the invoice.</i>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • <i>Bandwidth Testing and MRTG monitoring</i>

Section VI. Schedule of Requirements

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

Item No.	Description/Particulars	Quantity	Delivery
1	Internet Service Connection	1 Lot	
	Cables and Accessories	1 Lot	
	Installation and Connections	1 Lot	

Section VII. Technical Specification

Item No.	Description/Specification	Statement of Compliance
1	Internet Service Connection Speed: 1-Gbps	
2	Cables and Accessories Cables and Accessories must be high-end	
3	Installation and Connections Installation and connections from the post to I.T Room	

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING
AND COMMISSIONING OF ONE GIGABIT PER SECOND (1-Gbps) HIGH-SPEED
INTERNET SERVICE CONNECTION OF NEWS FOR THE PEOPLE`S
TELEVISION NETWORK, INC.**

1. GENERAL REQUIREMENTS

1.1. Project Site

1.1.1. People's Television Inc. Main building Broadcast Complex Visayas Avenue
Diliman Quezon City

1.2. Completion of Project

1.2.1. The Design, Supply, Delivery, Installation, Configuration, Testing and
Commissioning of One Gigabit per second (1-Gbps) High-speed internet service
connection shall commence within fifteen (15) calendar days upon issuance of
Notice to Proceed.

1.3. Price Inclusions

- 1.3.1. Cost of design, installation, configuration, testing and commissioning
- 1.3.2. Cost of manpower and labor
- 1.3.3. 12 % Value Added Tax (VAT)

2. INSTALLER ELIGIBILITY REQUIREMENTS

2.1. Installer Track and Technical Records

NOTE: All of the items below are to be included in the Bid Documents that will be
submitted. Non-submission of any of the items will be a cause for disqualification.

2.1.1. The bidder must be an authorized installer of internet service connection and
telecommunication-grade service provider in the Philippines and must submit a
certification as proof.

3. SCHEDULE OF REQUIREMENTS

See Section VI

4. TECHNICAL SPECIFICATIONS

See Section VII

5. SCOPE OF WORK

The project covers the installation of Primary Lease Line internet connection with One
Gigabitper second (1-Gbps) for PTNI Main Building. It involves the following:

5.1. The winning Bidder shall provide the necessary hardware, terminations and other
services required to setup the internet connection. Details of the technical
requirements are indicated in Section VIII of this TOR.

5.2. Provision of diagnostic reports and updates in case of connection failure;

- 5.3. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
- 5.4. Delivery of an IPV4 and IPv6 ready and/or compliant connection;
- 5.5. Provision of 24x7 support services.
- 5.6. The winning bidder shall supply the internet service connection for a period of one (1) year and also, for likely further extensions.
- 5.7. Winning bidder shall provide minimum of two (2) telephone lines including telephone set.
- 5.8. The bidder must wear their company ID and uniform during the installation of internet connection in the People's Television Main Building = include in Scope of Work.

6. DUTIES AND RESPONSIBILITIES OF THE INTERNET SERVICE PROVIDER (ISP)

6.1. Pre-Installation

- 6.1.1. Provide detailed work plan specifying installation design, detailed activities and network diagram.

6.2. Actual Installation

- 6.2.1. Installation and other related cost shall be at the expense of the contractor;
- 6.2.2. Set up Internet connection with the Committed Information Rate (CIR) connection bandwidth for both upstream and downstream network traffic flows at the PTNI Main Office
- 6.2.3. Provide and install a Router for the Internet connections.
- 6.2.4. Provide internet connectivity directly to end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.
- 6.2.5. Complete the delivery, installation and configuration within fifteen (15) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

6.3. Configuration

- 6.3.1. Configure router and or fiber modem for dedicated lease line internet connection

- 6.3.2. Configure router to the equivalent direct Internet connection speed;
- 6.3.3. Configure backup router, if any;
- 6.3.4. Assign at least 6 usable hosts public Internet Protocol (IP) Addresses or one classless(/29) network to PTN
- 6.3.5. Provide DNS reverse lookup for entries with the assigned classless network;

6.4. Testing Period

- 6.4.1. The selected ISP shall notify PTNI in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- 6.4.2. The acceptance test procedure shall be in accordance with the following:
 - The acceptance testing will be undertaken for a period of seven (7) days.
 - Leased line internet will have no service interruption during the agreed.
 - The guaranteed Internet bandwidth of 1-Gbps Lease Line Internet with 1-Gbps Committed Information Rate (CIR) is attained during working hours (i.e., 7:00 a.m. to 12:00 a.m.).
 - MRTG should be in place.
 - Assignment of at least 6 usable Public IP Addresses.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.

- 6.4.3. PTNI shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing certifying that the Service Provider conforms to Section 6 Item 6.2.4 and Section 8 Item 8.2, respectively.

6.5. Implementation

- 6.5.1. Shall maintain all equipment in proper working order.
- 6.5.2. Provide an escalation list and procedure in reporting fault and outages.
- 6.5.3. Provider must immediately advise PTNI any downtime occurrence or if any case the internet rerouted to a backup link.
- 6.5.4. Providers must have standby equipment to replace immediately the existing equipment once found defective.

6.6. Maintenance

- 6.6.1. Provide a single point of contact for customer support.
- 6.6.2. Shall respond to request for maintenance at no cost to PTNI;

6.6.3. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of PNTI.

7. DUTIES AND RESPONSIBILITIES OF PTNI

7.1. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned PTNI personnel;

7.2. Issue Certificate of Inspection and Acceptance as stipulated in Section 6, item 6.2.4

8. TECHNICAL CONDITIONS

8.1. Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Bidders are required to conduct site inspection.

8.2. The bidders must be compliant with the following parameters:

8.2.1. Bandwidth and Connectivity Support

- Guaranteed dedicated 1:1 ratio and bandwidth from clients to the global internet.
- Immediate problem isolation and resolution.
- Provide corrective service information and configuration
- Remote system monitoring and reporting (MRTG of the sites).

8.2.2. Service Restoration and Quality of Service (QoS) Levels

- 8am x 5pm NBD (Next Business Day) response time.
- Down / Disconnected sites must be up and running within reasonable time upon received of the report.

8.2.3. 24 x 7 Help Desk Support Services

- Receive and respond to problem reports and user requests
- Provide first level technical support with regards to internet connectivity

9. APPROVED BUDGET FOR THE CONTRACT (ABC)

9.1. The Approved Budget for the Contract (ABC) for a period of **One (1) year** for the Design, Supply, Delivery, Installation, Configuration, Testing and Commissioning of One Gigabit Per Second (1-Gbps) High-Speed Internet Service Connection of News for the People's Television Network, Inc. is **Five Million-Seven Hundred Thousand Pesos (PhP 5,700,000.00)**.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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 in accordance with Technical Specifications

- (g) The bidder must be an authorized installer of internet service connection and telecommunication grade service provider in the Philippines and must submit a certification as proof.

Financial Documents

- (h) 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

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Section IX. Additional Reminders on Eligibility Documents

The eligibility documents to be submitted by Bidders shall contain the following mandatory provisions:

Forms	Mandatory Provisions
Bid Form	<ul style="list-style-type: none"> <i>i.</i> Bid prices in figures and in words; and <i>ii.</i> 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.
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>i.</i> For Goods offered from within the PE's country: <ul style="list-style-type: none"> <i>a.</i> The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable); <i>b.</i> The cost of all sales and other taxes already paid or payable; <i>c.</i> The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and <i>d.</i> The price of other (incidental) services, if any. <i>ii.</i> For Goods offered from abroad: <ul style="list-style-type: none"> <i>a.</i> The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines; <i>b.</i> The price of other (incidental) services, if any; and <i>c.</i> For Services, based on the form which may be prescribed by the PE, in accordance with existing laws rules and regulations.
Bid Securing Declaration	<ul style="list-style-type: none"> <i>i.</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 <i>ii.</i> Bidder accepts that: <ul style="list-style-type: none"> <i>a.</i> 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><i>b.</i> 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>Omnibus Sworn Statement</p>	<p><i>i.</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><i>ii.</i> 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><i>iii.</i> 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><i>iv.</i> Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</p> <p><i>v.</i> 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><i>vi.</i> Bidder complies with existing labor laws and standards;</p> <p><i>vii.</i> Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</p> <p><i>viii.</i> Bidder did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any Procurement Project or activity; and</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>
Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started	<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>
Statement of the Bidder's SLCC similar to the contract to be bid	<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>
Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods	<p>i. For NFCC Computation:</p> <p><i>a.</i> ABC to be bid;</p> <p><i>b.</i> Amount or value of bidder's current assets based on Audited Financial Statements (AFS);</p> <p><i>c.</i> Amount or value of bidder's current liabilities based on AFS; and</p> <p><i>d.</i> 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> <p>ii. For CLC:</p> <p><i>a.</i> ABC to be bid;</p> <p><i>b.</i> Amount, which should be at least equal to ten percent (10%) of the ABC; and</p> <p><i>c.</i> Name of issuing foreign Universal or Commercial Bank, as confirmed or</p>

	authenticated by a local Universal or Commercial Bank
Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods	<ul style="list-style-type: none"> <i>i.</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 <i>ii.</i> The contents of the Notarized Statements from all potential JV partners shall include that: <ul style="list-style-type: none"> <i>a.</i> they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and <i>b.</i> 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.
Certification as to reciprocity to foreign bidders for Goods	<ul style="list-style-type: none"> <i>i.</i> 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.

PhilGEPS Registration Certificate (Platinum Membership)

Bidders are reminded in accordance with Government Procurement Policy Board (GPPB) Resolution No. 15-2021 dated 14 October 2021, “Lifting the Suspension on the Implementation of the Mandatory Submission of PhilGEPS Certificate of Platinum Registration and Membership in Competitive Bidding and Limited Source Bidding; Amending Sections 8.5.2, 23.1(a)(ii), 23.3, 24.1(a)(ii), 24.4.3, 34.3 And 54.6 Of The 2016 Revised IRR of RA No. 9184, items iv(g)(l) and v(d)(l)(b) as well as Appendix “A” of Annex “H” Thereof, Items 4 And 6 of the Guidelines for the use of the Government of the Philippines - Official Merchants Registry, and Item 1 of Sections viii and ix of the 6th Edition of the Philippine Bidding Documents for Goods and Infrastructure Projects” a new Platinum Certificate reflecting the following caveat shall be required from all Platinum Merchants (Bidders) starting 01 January 2022 when participating in Public Bidding and Limited Source Bidding:

That for the purpose of updating the PhilGEPS Certificate of Platinum Registration and Membership, all Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated, and that **failure by the prospective bidder to update its PhilGEPS Certificate of Platinum Registration and Membership with the current and updated Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 shall result in the automatic suspension of the validity of its Certificate of Platinum Registration and Membership until such time that all of the expired Class “A” Eligibility Documents has been updated;** and

To reflect that through the submission of said Certificate, the Bidder certifies:

- a. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted.
- b. the veracity of the statements and information contained therein;
- c. that the Certificate is neither a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding nor is it evidence that the Bidder has passed the post qualification stage; and
- d. that any finding of concealment, falsification, or misrepresentation on the part of the Bidder of any of the eligibility documents submitted or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws

Thus, all Platinum Merchants (Bidder) shall be required starting 01 January 2022 to update/renew, re-download and reprint their Platinum Certificate to reflect the foregoing caveat. All Class “A” Eligibility Documents in Annex “A” of PhilGEPS Certificate covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated during the opening of bids. All Procuring Entities shall require the new Platinum Certificate and apply concomitant amendments in accordance with GPPB Resolution No. 15-2021

As per PhilGEPS Advisory No. 2022-007, Merchant can update their valid Platinum Documents at any time by logging into their MGEPS account. There is no additional fee or approval from the PhilGEPS Admin.

**REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND MEMBERSHIP
(First Page Only)**

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

**CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)**

THIS IS TO CERTIFY THAT

(NAME OF BIDDER)
Address

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that (name of the prospective bidder) has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

- 1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;**
- 2. the veracity of the statements and information contained therein;**
- 3. that the Certificate is not a warranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it evidence that the Bidder has passed the post-qualification stage; and**
- 4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.**

This Certificate is valid until (date of expiration).

Issued this (date) day of (month), year.

This is a system-generated certificate. No signature is required.

Documentary Stamp Tax Paid 30.00
Certificate Reference No:

(QR Code)

Page 1 of 3

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
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(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

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

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“

