



# **PHILIPPINE BIDDING DOCUMENTS**

(Procurement of GOODS)

## **SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING, AND COMMISSIONING OF CLOSED- CIRCUIT TELEVISION (CCTV) FOR THE PEOPLE'S TELEVISION NETWORK, INC. (PTNI) ITB NO. 2024-0004**

Government of the Republic of the Philippines

**Sixth Edition  
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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nation



## ***Section I. Invitation to Bid***

### ***Supply, Delivery, Installation, Testing, Training, and Commissioning of Closed-Circuit Television (CCTV) for the People's Television Network, Inc. (PTNI) ITB No. 2024-0004***

1. The *People's Television Network, Inc. (PTNI)*, through the **GAA 2024** intends to apply the sum of **one million pesos (PhP 1,000,000.00)** being the ABC to payments under the contract for **ITB No. 2024-0004**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *People's Television Network, Inc. (PTNI)* now invites bids for the above Procurement Project. Delivery of the Goods is required within **thirty (30) calendar days upon signing of Notice to Proceed**. 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 **24 July 2024** 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 in person or through electronic means.

Interested bidders shall pay through any of the following means:

1. Cashier (In Person)
  - a. Kindly inform the Secretariat through this number/s 0938-935-3213 upon arrival.
  - b. Observe Minimum Health Protocols

2. PTNI's Bank Account (Land Bank of the Philippines).
  - a. Account Name: PTNI
  - b. Account Number: 3212100497
  - c. Kindly Email the proof of payment at the email address given below
  
6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **31 July 2024, 10:00 AM** at **3rd Floor BAC Secretariat Office, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and/or through video conferencing or webcasting via **Google Meet**, which shall be open to prospective bidders.

**Google Meet: [meet.google.com/ooa-pfui-rio](https://meet.google.com/ooa-pfui-rio)**

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before on or before **13 August 2024, 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 **13 August 2024, 10:30 AM** at the given address below and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**Google Meet: [meet.google.com/bqj-qsr-b-soc](https://meet.google.com/bqj-qsr-b-soc)**

10. 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.
11. 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](mailto:bacsecretariat@ptni.gov.ph)  
0938-935-3213  
[www.ptni.gov.ph](http://www.ptni.gov.ph)
12. You may visit the following websites:  
For downloading of Bidding Documents: <https://ptni.gov.ph/procurement/>  
Procurement forms: <https://www.gppb.gov.ph/downloadable-forms/#tab-61412> or  
<https://drive.google.com/drive/folders/1-Zxp5ms03u9GHWBp9YOUgw05eWdzX0V0?u sp=sharing>

**24 July 2024**

-sgn-

**JASMINE B. BARRIOS**

Chairperson, Bids and Awards Committee (BAC)

## ***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, Testing, Training, and Commissioning of Closed-Circuit Television (CCTV) for the People's Television Network, Inc. (PTNI)***, with identification number ***ITB No. 2024-0004***.

The Procurement Project (referred to herein as "Project") is composed of ***one (1) lot***, 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 ***2024*** in the amount of ***one million pesos (PhP 1,000,000.00)***.

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.

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 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 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 (120) calendar days from the date of opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

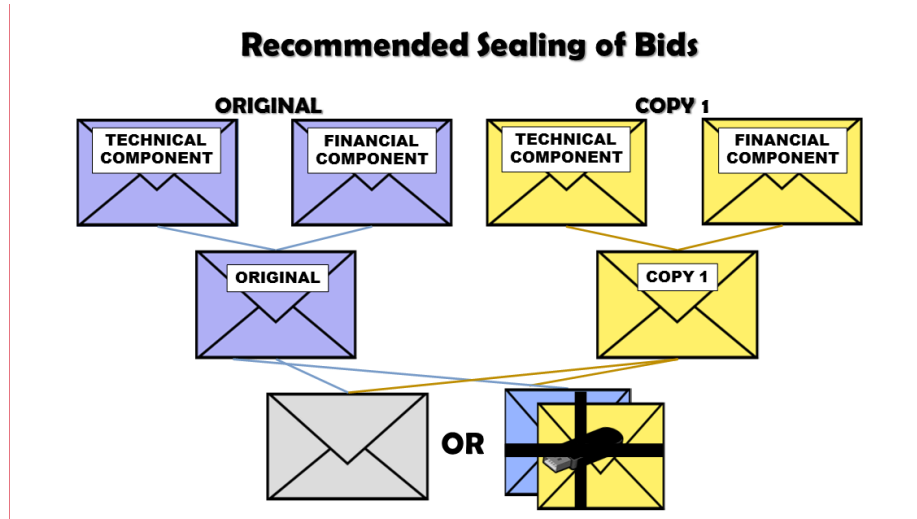
### **15. Sealing and Marking of Bids**

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

*As additional requirements, the bidder is also requested to submit another copy (Copy 1) and an electronic copy in USB Flash Drive (Real PDF, Doc or Docx format) of the first and second components of its Bid. The "Copy 1" shall be stamped "Certified True Copy of the Original" per page with printed name and signature.*

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.



**JASMINE B. BARRIOS**  
 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)”**

*A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in this IRR. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.*

## **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**

20.1.

- 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***

<b>ITB Clause</b>	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Supply, Delivery, Installation, and Testing of CCTV</i></li> <li>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
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: <ul style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</li> <li>b. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.3	<i>Not Applicable</i>
20.2	<i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i>
21.2	<i>None.</i>

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

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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



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

## **5. Warranty**

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

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

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

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

## ***Section V. Special Conditions of Contract***

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. 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>[indicate place of destination]</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 the <i>Representative of the Engineering Division</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ol>

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

**Spare Parts –**

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

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

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

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

**Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	<i>Payment shall only be made after the appropriate documents and procedures or the like have been complied with as mandated by existing government rules and regulations</i>
4	The inspections and tests that will be conducted: <i>Power on test of all the equipment supplied</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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Network Video Recorder (NVR) 64CH	1	Unit	Within Thirty (30) Calendar days upon signing of Notice to Proceed
2	Bullet IPC Camera 5MP	19	Units	
3	Dome IPC Camera 5MP	27	Units	
4	Fiber Optic Media Converter	1	Lot	
5	Data Cabinet Wall Mounted 4U	1	Lot	
6	Server Cabinet 16U	1	Unit	
7	4 PORTS POE SWITCH	1	Lot	
8	Fiber Optic Cable 8 core 1KM	1	Unit	
9	Uninterruptible Power Supply(UPS)	1	Unit	
10	8TB Surveillance Hard Drive	8	Units	
11	Fiber Optic ODF 12 ports	1	PCS	
12	Fiber Optic Patch Cord	30	PCS	
13	Extension Cord Set w/ Individual Switches	2	PCS	
14	Fiber Optical Switch 8 SFP 2RJ45	1	Unit	
15	Surveillance Monitor 55"	2	Units	
16	INSTALLATION MATERIALS <ul style="list-style-type: none"> <li>● Passthrough RJ45 Connectors</li> <li>● Fiber Splicing Tube</li> <li>● Cat-6 Cable</li> <li>● PVC Orange Pipe and Fittings</li> <li>● HDMI Cable 2M</li> <li>● CCTV BOX</li> </ul>	1	Lot	
17	INSTALLATION, TESTING AND TRAINING COST	1	Lot	

## ***Section VII. Technical Specifications***

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

The bidder may be allowed to offer an equivalent or better system and/or equipment and accessories deviating from the requirement may be allowed provided that it will give the same or better result and will not in any way affect the required quantity/quality and the required workflow.

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
1	<p><b>Network Video Recorder (NVR) 64CH</b></p> <ul style="list-style-type: none"> <li>● 64CH 2U 8HDDs Video Recorder</li> <li>● Supports Smart H.265+, H.265, Smart H.264+, H.264 and MJPEG decoding formats.</li> <li>● Max. decoding capability: 32 × 1080p@30 fps.</li> <li>● Max. 384 Mbps incoming/recording/outgoing bandwidth.</li> <li>● Supports IP cameras with a resolution up to 32 MP.</li> <li>● 2-channel face detection and recognition, 4-channel perimeter protection, and 8-channel SMD Plus.</li> <li>● supports face detection and recognition, perimeter protection, SMD Plus, metadata, ANPR, stereo analysis, heat map, and people counting.</li> <li>● Supports RAID 0/1/5/6/10, N+M cluster.</li> <li>● Supported browser: Chrome; Safari; Edge; Firefox</li> <li>● Supported Resolution: 32 MP; 24 MP; 16 MP; 12 MP; 8 MP; 5 MP; 4 MP; 1080p; 720p; D1; CIF; QCIF</li> <li>● Supported Video Output: 2 VGA, 2 HDMI VGA:1920 × 1080, 1280 × 1024, 1280 × 720 HDMI:3840 × 2160, 1920 × 1080, 1280 × 1024, 1280 × 720</li> <li>● Video source output for VGA1 and HDMI1 Video source output for VGA2 and HDMI2</li> </ul>	

	<ul style="list-style-type: none"> <li>Supported Network Protocol: HTTP; HTTPS; TCP/IP; IPv4/IPv6; UDP; SNMP; NTP; DHCP; DNS; SMTP; UPnP; IP Filter; PPPoE; FTP; DDNS; Alarm Server; IP Search, Multicast; P2P; Auto Registration; iSCSI</li> <li>Power Supply: 100–240 VAC, 50/60 Hz</li> </ul>	
2	<p><b>Bullet IPC Camera 5MP</b></p> <ul style="list-style-type: none"> <li>Image Sensor: 1/2.7" CMOS</li> <li>Max. Resolution: 2960 (H) × 1668 (V)</li> <li>Scanning System: Progressive</li> <li>Electronic Shutter Speed: Auto/Manual 1/3 s–1/100,000 s</li> <li>Illumination Distance: Up to 50 m (164.04 ft) (IR)</li> <li>Illuminator On/Off Control: Auto/ Manual</li> <li>Lens Type: Fixed-Focal</li> <li>Video Compression: H.265; H.264; H.264H; H.264B; MJPEG (Only supported by the sub stream)</li> <li>Resolution: 5M (2880 × 1620/2960 × 1668); 4M (2688 × 1520); 3.6M (2560 × 1440); 3M (2048×1536); 3M (2304 × 1296); 1080p (1920 × 1080); 1.3M (1280 × 960); 720p (1280 × 720); D1 (704 × 576/704×480); CIF (352 × 288/352 × 240); VGA (640 × 480)</li> <li>Network Port: RJ-45 10/100</li> <li>Network Protocol: IPv4; IPv6; HTTP; TCP; UDP; ARP; RTP; RTSP; RTCP; RTMP; SMTP; FTP; SFTP; DHCP; DNS; DDNS; QoS; UPnP; NTP; Multicast; ICMP; IGMP; NFS; PPPoE; SNMP</li> </ul>	
3	<p><b>DOME IPC Camera 5MP</b></p> <ul style="list-style-type: none"> <li>Image Sensor: 1/2.7" CMOS</li> <li>Max. Resolution: 2960 (H) × 1668 (V)</li> <li>Scanning System: Progressive</li> <li>Electronic Shutter Speed: Auto/Manual 1/3 s–1/100,000 s</li> <li>Illumination Distance: 50 m (164.04 ft) (IR)</li> <li>Illuminator On/Off Control: Auto; Manual</li> <li>Lens Type: Fixed-Focal</li> <li>Video Compression: H.265; H.264; H.264H; H.264B; MJPEG (Only supported by the sub stream)</li> <li>Video Bit Rate: H.264: 3 kbps–8192 kbps H.265: 3 kbps–8192 kbps</li> <li>Network Port: RJ-45 (10/100 Base-T)</li> </ul>	

	<ul style="list-style-type: none"> <li>● Network Protocol: IPv4; IPv6; HTTP; TCP; UDP; ARP; RTP; RTSP; RTCP; RTMP; SMTP; FTP; SFTP; DHCP; DNS; DDNS; QoS; UPnP; NTP; Multicast; ICMP; IGMP; NFS; PPPoE; SNMP</li> <li>● Power Supply: 12 VDC/PoE (802.3af)</li> </ul>	
4	<b>Fiber Optic Media Converter</b> <ul style="list-style-type: none"> <li>● Fiber Optic Media Converter-Gigabit, 12v DC power supplies with built-in 4-Ports switch 10x1000 plus Hybrid A-B TX/RX in one device.</li> </ul>	
5	<b>Data Cabinet Wall Mounted 4U</b> <ul style="list-style-type: none"> <li>● 600MM*450MM*240MM 0.5feet</li> <li>● Lockable Steel-Framed Door supplied with Two Keys.</li> <li>● Upper and Lower Cable Entry Points with removable covers.</li> <li>● Removable side doors, for easy access Supplied with four sturdy wall-mounting bolts.</li> <li>● A cut-out section designed specifically for a fan.</li> </ul>	
6	<b>Server Cabinet 16U</b> <ul style="list-style-type: none"> <li>● Overall H x D x W: 34.25" x 32" x 23.6"</li> <li>● Inside H x D x W: 28" x 28.25" x 19"</li> <li>● Deepest equipment allows: 26"</li> <li>● Max. front rails to rear rails: 26.25"</li> </ul>	
7	<b>4 Ports POE Switch</b> <ul style="list-style-type: none"> <li>● Layer two commercial switch</li> <li>● Supports IEEE802.3, IEEE802.3u, IEEE802.3ab and IEEE802.3x standards</li> <li>● MDI/MDIX self-adaptation</li> <li>● RJ-45 port supports 10/100 Mbps self-adaptation, and conforms to 802.3at, and 802.3af power supply standards</li> <li>● Port 1 supports Hi-PoE 60W power supply</li> <li>● 250 m PoE power supply</li> <li>● Wall mounting and mechanical anti-theft</li> <li>● 53V DC power supply</li> <li>● Supports PoE watchdog</li> </ul>	
8	<b>Fiber Optic Cable 8 core-1KM</b>	
9	<b>Uninterruptible Power Supply(UPS)</b> <ul style="list-style-type: none"> <li>● 2000VA/1800W, Tower, 230V</li> <li>● Online UPS</li> </ul>	
10	<b>8TB Surveillance Hard Drive 24/7 Operation</b> <ul style="list-style-type: none"> <li>● Drive Bays Supported Up to 16</li> <li>● Cameras Supported Up to 64</li> </ul>	

	<ul style="list-style-type: none"> <li>● RV Sensors Yes</li> <li>● Max Sustained Transfer Rate OD (MB/s) 180MB/s</li> <li>● Cache (MB) 256 MB</li> </ul>	
11	<b>Fiber Optic ODF 12 ports</b>	
12	<b>Fiber Optic Patch Cord</b>	
13	<b>Extension Cord Set w/ Individual Switches</b> <ul style="list-style-type: none"> <li>● 6 Gang 1.83 Meter Cord Length</li> <li>● 10A 250V</li> </ul>	
14	<b>Fiber Optical Switch 8 SFP 2RJ45</b> <ul style="list-style-type: none"> <li>● 8 10/100/1000Mbps Ethernet ports</li> <li>● 2 1.25Gbps fiber ports</li> <li>● 8 port SFP 2 Rj45 converter</li> </ul>	
15	<b>Surveillance Monitor 55”</b> <ul style="list-style-type: none"> <li>● 4K Ultra-HD Resolution</li> <li>● Built-in 3D Comb Filter And 3D Noise Reduction</li> <li>● 6 ms Response Time for No Motion Blur, Judder, or Ghosting</li> <li>● Compatible with VESA Mounting Pattern 400 mm X 400 mm</li> <li>● 1.07b Colors for a Realistic and Immersive Visual Experience</li> <li>● 178°/178° Wide Uninterrupted Viewing Angle</li> <li>● Support Multiple Signals such as HDMI, DP, VGA, USB</li> </ul>	
16	<b>INSTALLATION MATERIALS</b> <ul style="list-style-type: none"> <li>● Passthrough RJ45 Connectors</li> <li>● Fiber Splicing Tube</li> <li>● Cat-6 Cable</li> <li>● PVC Orange Pipe and Fittings</li> <li>● HDMI Cable 2M</li> <li>● CCTV Box</li> </ul>	
17	<b>INSTALLATION, TESTING AND TRAINING COST</b>	



## **PROJECT REQUIREMENT**

### **Supply, Delivery, Installation, Testing, Training, and Commissioning of Closed-Circuit Television (CCTV) for the People's Television Network, Inc. (PTNI)**

#### **OBJECTIVE:**

*This Terms of Reference (TOR) document discusses the technical and functional specifications for the People's Television Network Inc. Closed-Circuit Television (CCTV). This project aims primarily for surveillance and security purposes*

#### **ADDITIONAL REQUIREMENTS:**

1. The bidder shall submit system integration drawings with line diagrams.
2. The bidder shall submit three (3) Certificates of Performance Satisfaction, with at least Very Satisfactory Rating, from any client with whom the bidder has a completed project within the last three (3) years to ensure optimal customer satisfaction and to support that the bidder is in the industry for at least three (3) years.
3. The bidder shall Submit a Certificate that the offered CCTV Device Model is the latest model / Brand new and Not end of life

#### **SCOPE OF WORKS:**

1. The winning bidder shall supply, deliver, install, integrate, test, conduct training, and commission Closed-Circuit Television (CCTV) with complete standard accessories for the People's Television Network, Inc. (PTNI)
2. The winning bidder shall supply a Network Video Recorder (NVR) that has the capability to store the video recorded within (3) three months and can export the recorded video through a USB interface such as a USB flash drive, removable hard disk drive, network, and so on for playback and review purposes.
3. The winning bidder shall provide operation & maintenance manuals.
4. The winning bidder shall provide all additional equipment from hardware, software, program, and wiring, even if not mentioned but something to do with the completeness of the said project.
5. The winning bidder shall adhere and observe good engineering practices for the installation, testing, and commissioning of the project as grounding and safety is always a primary consideration in the broadcast workplace.
6. The winning bidder shall ensure that the power for electronics are Philippine Standard (PS) or at least 220 volts 60Hz /with three (3) prongs for Line/Neutral/Ground with AC Power cord included in every unit/equipment
7. The winning bidder shall wire all interconnections in this project and ensure that all network cables are properly inserted in PVC pipe to provide protection
8. The winning bidder shall provide all interconnecting cables and connectors that are made from a globally known brand and must be high-quality standard.
9. The winning bidder shall provide end-to-end proper cable tagging for easy and fast cable tracing.
10. The winning bidder shall provide a 24x7 hotline to deal with any immediate problems and shall have a phone response time of a maximum of 30 minutes from the point the incident was reported and with on-site technical support within the same day, if necessary.

11. The winning bidder shall ensure that all the cables are grouped and laid properly and neatly
12. The winning bidder shall install all cameras to the designated assignment assigned by PTNI
13. The winning bidder shall submit a list of accredited or authorized service providers for the preventive maintenance of the system to ensure the quality and fast after-sales services response for the maintenance of the project.
14. The winning bidder shall repair any reported problem of the entire system within Twenty-four (24) hours upon receipt of notice from the Procuring Entity of the project, during and within the coverage of the warranty period,

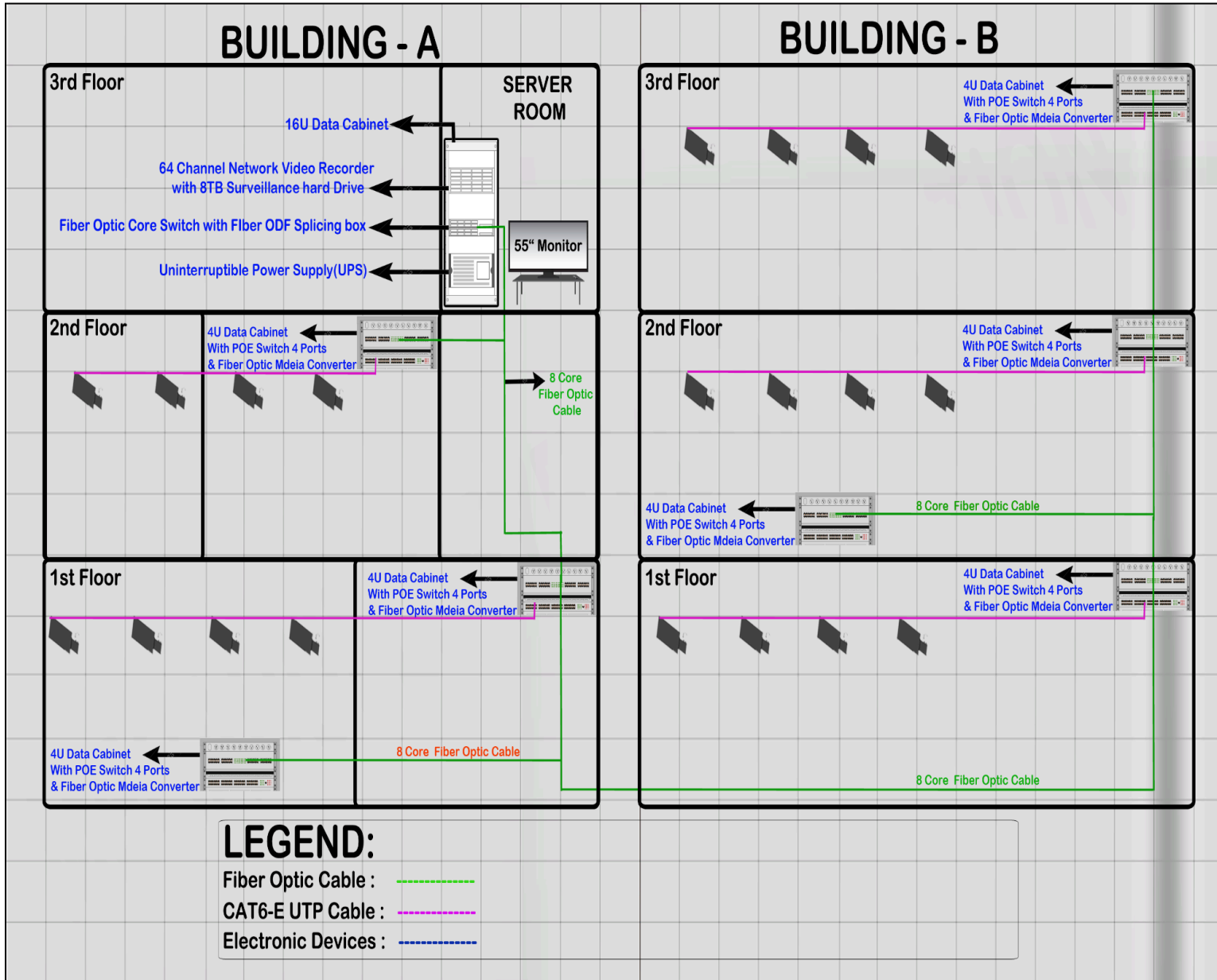
### ***WARRANTY***

All the equipment shall have a warranty period of at least one (1) year from the date of the final acceptance of the equipment and/or system against any manufacturing or operational defects. If there is any defect found during the warranty period, the Winning Bidder/System Integrator shall address the defect and rectify the problem within the set deadline indicated in the written notice from PTNI at their expense.

### ***TRAINING***

- The Winning Bidder shall provide training for the PTNI's staff who will be involved in the operation of the supplied or installed systems and equipment.
- The training shall cover all the aspects of daily operation, maintenance procedures, and troubleshooting. The training program shall include on-site training on the actual supplied systems and equipment. The winning bidder shall provide a training course outline that covers the above-mentioned topics.
- The winning bidder shall conduct at least three (3) days training on site after installation of the supplied systems and equipment.
- Training Certificates shall be issued after the activity.

# SIMPLE SURVEILLANCE NETWORK DIAGRAM



# ***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**

- (g) The bidder shall submit system integration drawings with line diagrams.
- (h) The bidder shall submit three (3) Certificates of Performance Satisfaction, with at least Very Satisfactory Rating, from any client with whom the bidder has a completed project within the last three (3) years to ensure optimal customer satisfaction and to support that the bidder is in the industry for at least three (3) years.
- (i) The bidder shall Submit a Certificate that the offered CCTV Device Model is the latest model / Brand new and Not end of life

#### **Financial Documents**

- (j) 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*

- (k) 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**

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

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

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

# *Forms*

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

## **Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



***[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	a) Amount of Contract  b) Value of Outstanding Contracts	Date of Delivery
<b>GOVERNMENT</b>					
	a) b) c)			a) b)	
<b>PRIVATE</b>					
	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: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_  
(Printed Name and Signature)

*[Letterhead of the Bidder]*

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***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: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_  
 (Printed Name and Signature)

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

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

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and 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“

