

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF THE SERVICES OF A DIGITAL CONTENT PROVIDER FOR THE CREATE PHILIPPINES WEBSITE

Government of the Republic of the
Philippines

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

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE PROCUREMENT OF THE SERVICES OF A DIGITAL CONTENT PROVIDER FOR CREATE PHILIPPINES WEBSITE

1. The *Center for International Trade Expositions and Missions*, through the *DTCP APP FY 2022* intends to apply the sum of **Three Million Forty-Six Thousand and Four Hundred Pesos (Php3,046,400.00)** being the ABC to payments under the contract for *Procurement of the services of a Digital Content Provider for the Create Philippines Website*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Center for International Trade Expositions and Missions* now invites bids for the above Procurement Project. Delivery of the Goods is required seven (7) days after the receipt of notice to proceed (NTP) until December 2023. 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 *Center for International Trade Expositions and Missions* and inspect the Bidding Documents at the address given below during *Mondays to Fridays, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **28 November 2022** from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Three Thousand Five Hundred Pesos (Php 3,500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*

- o Bank : Landbank of the Philippines
- o Account Name : CITEM
- o Account Number : 1772 1038 63
- o Bank Address : LBP Century Park (Harrison Plaza) Branch
- o Swift Code : TLBPPHMM

6. The *Center for International Trade Expositions and Missions* will hold a Pre-Bid Conference **06 December 2022, 02:00PM via Zoom** shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:

 <https://zoom.us/j/8549547139>

 854 954 7139

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *20 December 2022, 02:00PM*. **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 *20 December 2022, 02:00PM* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139
10. Bidders may access the prescribed forms and sample formats in this link: <https://bit.ly/3EFA7it>
11. The *Center for International Trade Expositions and Missions* 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:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

28 November 2022



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Center for International Trade Expositions and Missions* wishes to receive Bids for the *Procurement of a Digital Content Provider for the Create Philippines Website* with identification number **CITEM 2022-0158**

The Procurement Project (referred to herein as “Project”) is composed of *one 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 2022 in the amount of *Three Million Forty-Six Thousand and Four Hundred Pesos (Php3,046,400.00)*.

2.2. The source of funding is GOCC, 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 **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 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 Declaration¹ 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 valid until **120 calendar days upon opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

- 20.1. 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Digital Content Provider - this refers to any engagement wherein the bidder has produced content for any digital platforms, such as website, social media and email, among others b. completed within three (3) years prior to the deadline for the submission with receipts of bids.
7.1	Subcontracting is not allowed.
10	<p>Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following:</p> <ol style="list-style-type: none"> 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; ii. 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, and; <p>Definition or description of the similar project or major categories of work.</p> <p>Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following:</p> <ol style="list-style-type: none"> i. Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and ii. Kinds of Goods and dates of delivery.
12	The price of the Goods shall be quoted DDP <i>Center for International Trade Expositions and Mission, Golden Shell Pavilion, Roxas Boulevard cor. 1300 Sen. Gil J. Puyat Ave, Pasay, 1300 Metro Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php 60,928.00, 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 Php 152,320.00, if bid security is in Surety Bond.
19.3	<i>Item is being bid out as Single Lot</i>
20.1	<i>No further instructions</i>
21.2	<i>No further instructions</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.

Revised Section V. Special Conditions of Contract

GCC Clause							
1	<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: “The delivery terms applicable to this Contract are delivered to the <i>Center for International Trade Expositions which is located at Golden Shell Pavilion, Roxas Boulevard cor. Sen. Gil Puyat Avenue, Pasay City, Philippines</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.” 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>Timothy P. Alcantara, Information Officer III, CCSD</i>.</p> <p>Incidental Services</p> <p>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.</p> <p>Transportation</p> <p>Where the Supplier is required to conduct on-site training at the office of the Center for International Trade Expositions and Missions in Golden Shell Pavilion cor. Sen. Gil Puyat Ave., Pasay City, Philippines, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. 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>Patent 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 payment terms should be as follows:</p> <p>FULL PAYMENT</p> <p>Turnover of Content Strategy and Delivery of Minimum Required Page views for CreatePhilippines (66,000). The indicative payment scheme should be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Output/Milestone</th> <th style="text-align: left;">Period</th> <th style="text-align: left;">Payment*</th> </tr> </thead> <tbody> <tr> <td>After awarding of notice to proceed,</td> <td>Month 1</td> <td>30%</td> </tr> </tbody> </table>	Output/Milestone	Period	Payment*	After awarding of notice to proceed,	Month 1	30%
Output/Milestone	Period	Payment*					
After awarding of notice to proceed,	Month 1	30%					

approval of the editorial team, content strategy and the first bimonthly multimedia content plan.		
Completion of 30% required annual organic page views with the corresponding content report	Months 1-12	20%
Completion of 30% required annual organic page views with the corresponding content report		20%
Completion of 40% required annual organic page views with the corresponding content report		30%
Total		100%

The payment will be based on the contract cost.

Failure to Meet the Target Requirements

The content developer shall be given the corresponding equitable payment in case they are not able to deliver the minimum page views required under the contract:

Particulars	Percentage of minimum required page views*
66,000 annual organic page views	100%
At least 49,500 annual organic page views	75%
At least 33,000 annual organic page views	50%
At least 16,500 annual organic page views	25%

*This equitable payment scheme will be used as a reference in case the winning bidder will not be able to meet the minimum number of page views as indicated under the 2nd to 4th milestone of the above payment terms, which serves as the basis for the 70% of the total contract payment.

4

The inspections and tests that will be conducted are: (1) one-time assessment of overall content strategy; and (2) monthly assessment of content delivered in line with overall content strategy and story insights and analytics.

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.	Item	Specifications	Total	Delivered, Weeks / Months
1	Content Strategy to hit required page views	<p>The supplier must propose a strategy/direction in the development of digital content for CITEM websites and its complementary social media platforms. This strategy must at least contain the following: a. overall content strategy/approach and rationale; b. type and kind of content to be produced; c. an editorial team that will handle the requirements.</p> <p>The editorial team shall, preferably, be composed of the following members:</p> <ul style="list-style-type: none"> • Editor-in-Chief • Writers (at least 2) • Editorial Coordinator/Account Manager • Multimedia Artist (at least 1) • Website Uploader 	1 Strategy for Entire Engagement	December 2022
2	Content Plan to hit required page views	<p>Based on the content strategy, the supplier must have a line-up of stories in calendar format based on CITEM's briefing and work program. The line-up of stories must be submitted every 2 months.</p> <p>The content plan must include but is not limited to, articles and videos, as well as the creation of social media posts and e-newsletters for the content that they developed on the website. The content plan that will be developed every two months must also be responsive to the updates on CITEM analytics.</p>	6 (every 2 months)	December 2022 – December 2023
3	Content Development and Publishing	Based on content strategy and plan, the supplier will develop the content. CITEM and the supplier also will agree on the	Year-round (based on content plan)	December 2022 – December 2023

	to hit required page views	publishing/uploading schedule and system. This publishing/uploading system should include proposals as to what date/period the content they developed should be published and which available platform it should be published.		
4	Organic Page Views	CreatePhilippines – 66,000 annual organic page views	Year-round (based on content plan)	December 2022 – December 2023

I hereby commit to comply and deliver all the above requirement in accordance with the above stated schedule.

Name of Company/Bidder Representative
Date

(Signature Over Printed Name)
Bidder/Authorized

Section VII. Technical Specifications

TERMS OF REFERENCE

Hiring of Digital Content Provider for the Create Philippines Website

BACKGROUND

The Center for International Trade Expositions and Missions (CITEM) is the export promotion arm of the Philippine Department of Trade and Industry (DTI). CITEM is committed to developing, nurturing, and promoting globally competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities. For three decades, CITEM has established the country's image as the premier destination for quality export products and services. It continues to set the highest standards of creativity, excellence, and innovation to achieve export competitiveness in the international market.

RATIONALE

CITEM is expanding its core services from physical exhibitions to hybrid exhibitions, and content and digital marketing. This is brought about by the evolving marketing and sourcing landscapes, and by the disruption in the physical trade show/ events industry. By all accounts, nothing will beat an in-person experience, however, before you get to that physical show, chances are you have already been discovered or looked up online.

Due to this, CITEM has created a website that have useful information buyers and other stakeholders are constantly looking for. As online platforms, it is imperative for these to be updated with dynamic, relevant, good quality-score editorial content and strategically promoted/ distributed across key online channels that can significantly contribute to audience development.

As such, CITEM intends to hire a digital content provider solely dedicated to producing multimedia content for the following website with the aim of tapping into the professional resources, content marketing expertise, media connections, out-of-the-box ideas and archive of materials only reputable content and publishing agency can provide. This website is:

- **CreatePhilippines.com** – CITEM's website for the Philippine creative industries, by providing a reliable source of news, updates, industry insights, and inspirational stories through aggregation, curation, and production of content.

In working with CITEM, the service provider should provide a custom publishing experience with a capacity to tap a wide pool of talents who have a background in the creative industry and are renowned in field of content creation, such as copywriting, photography and video editing. The service provider should also aim to bolster the presence of CITEM stakeholders in the digital marketplace through an effective multimedia content strategy and content curation setup of an expert content provider.

OBJECTIVES

1. To tap a reputable digital content provider who can produce compelling multimedia content that will complement CITEM's export promotion efforts among buyers, exhibitors and other stakeholders;
2. To leverage on manpower and expertise of a content team that can publish multimedia content that will engage visitors on CITEM's website;
3. To maximize online engagement and attract more buyers and visitors to sign up on CITEM's website through content promotion.

CONTENT PROVIDER DELIVERABLES

The target deliverable of the digital content provider shall be the following organic annual page views for the platform:

Platform	Targets Per Annum (Organic Page Views)
CreatePhilippines	66,000

The number of page views accomplished by the service provider shall be determined based on CITEM's website analytics. The process of developing content shall be executed through the following components:

1. Content Strategy - The supplier must propose a strategy/direction in the development of digital content for CITEM websites and its complementary social media platforms. This strategy must at least contain the following: a. overall content strategy/approach and rationale; b. type and kind of content to be produced; c. an editorial team that will handle the requirements.

The editorial team shall, preferably, be composed of the following members:

- Editor-in-Chief
- Writers (at least 2)
- Editorial Coordinator/Account Manager
- Multimedia Artist (at least 1)
- Website Uploader

2. Content Plan - Based on the content strategy, the supplier must have a line-up of stories in calendar format based on CITEM's briefing and work program. The line-up of stories must be submitted every 2 months. The content plan must include but is not limited to, articles and videos, as well as the creation of social media posts and e-newsletters for the content that they developed on the website. The content plan that will be developed every two months must also be responsive to the updates on CITEM analytics.

3. Content Development and Publishing - Based on content strategy and plan, the supplier will develop the content. CITEM and the supplier also will agree on the publishing/uploading schedule and system. This publishing/uploading system should include proposals as to what date/period the content they developed should be published and which available platform it should be published.

RESPONSIBILITIES OF CONTENT PROVIDER

1. Upload created content on the website and manage the website's banner/carousel. The website banner should be updated at least every two weeks.
2. Copyedit the content, and the look and feel of the distribution channels and assets.
3. Determine publishing guidelines. They are responsible for determining the tone and scope of the publication. They should instruct the editorial staff to ensure topics are appropriate for the publication and that the voice is consistent.
4. Create an editorial strategy and line-up based on CITEM's objectives and work plan for the year are for mapping out the content and ensuring it is consistent with the publication's scope (while varied enough to not become monotonous)
5. Respond to and carry out CITEM's objectives and work plan.
6. Present and submit content plan, production timeline and content strategy for the website, electronic direct mail (EDM) and social media.
7. Shoulder all the necessary logistics and administrative expenses needed to accomplish the multimedia content deliverables at no additional cost to CITEM.
8. Turnover all coverage reports, data, interviews, photos, videos and all other multimedia materials gathered from the purpose of this contract in a hard drive.
9. Propose and execute content strategies based on website insights and data that will be provided by CITEM.

RESPONSIBILITIES OF CITEM

1. Provide all pertinent data and information needed to ensure that the content developers will be aligned to CITEM mandate and direction;
2. Report the number of page views of content made by the supplier per month;
3. Assign a point person/s from CITEM to coordinate relevant info to the website content team;
4. Ensure alignment of all content to CITEM's mandate and direction;
5. Submit required data and analytics of all content to supplier;
6. Route for review and approval of all content before releasing/publishing on the website.

Item	Specification	Statement of Compliance
Work Portfolio	Proof of expertise in the respective fields of photography, animation, video, content writing, infographics, website and with an eye for capturing photos with high-visual impact with (1) sample of digitally published works, such as websites,	

	online platforms, books, multimedia content; and (2) list of clients and sample portfolio.																	
Pitch Deck	Submit a sample pitch deck for CreatePhilippines. Pitch deck should contain story approach and at least 2 weeks' worth of content.																	
Project Management Organizational Structure	Propose a Project Management Organizational Structure that outlines the roles and assigned staff that will handle CITEM's requirements for the website.																	
MODE OF PROCUREMENT	The mode of procurement shall be Public Bidding. After passing the technical, financial and qualitative evaluation, the lowest calculated and responsive bidder shall be the winning bidder.																	
PROJECT DURATION	The contract shall take effect upon the Winning Bidder's actual receipt of the Notice to Proceed (NTP) and shall remain in force and in effect for a period of twelve (12) months.																	
OWNERSHIP	All creative concepts and original materials formulated and designed in conjunction with this project shall be exclusively owned by CITEM, and with full exercise of discretion and rights on future use.																	
PAYMENT TERMS	<p>FULL PAYMENT</p> <p>Turnover of Content Strategy and Delivery of Minimum Required Page views for CreatePhilippines (66,000). The indicative payment scheme should be as follows:</p> <table border="1"> <thead> <tr> <th>Output/Milestone</th> <th>Period</th> <th>Payment*</th> </tr> </thead> <tbody> <tr> <td>After awarding of notice to proceed, approval of the editorial team, content strategy and the first bimonthly multimedia content plan.</td> <td>Month 1</td> <td>30%</td> </tr> <tr> <td>Completion of 30% required annual organic page views with the corresponding content report</td> <td rowspan="3">Months 1-12</td> <td>20%</td> </tr> <tr> <td>Completion of 30% required annual organic page views with the corresponding content report</td> <td>20%</td> </tr> <tr> <td>Completion of 40% required annual organic page views with the corresponding content report</td> <td>30%</td> </tr> <tr> <td>Total</td> <td></td> <td>100%</td> </tr> </tbody> </table> <p>Total Amount: 100%</p>	Output/Milestone	Period	Payment*	After awarding of notice to proceed, approval of the editorial team, content strategy and the first bimonthly multimedia content plan.	Month 1	30%	Completion of 30% required annual organic page views with the corresponding content report	Months 1-12	20%	Completion of 30% required annual organic page views with the corresponding content report	20%	Completion of 40% required annual organic page views with the corresponding content report	30%	Total		100%	
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Total		100%																
BUDGET	Php 3,046,400 or Three Million Forty-Six Thousand and Four Hundred Pesos, inclusive of all applicable taxes.																	

NON-DISCLOSURE AND CONFIDENTIAL INFORMATION	It is understood that the content provider agrees on the following upon his/her submission of proposal/bid to CITEM: that there is a Non-Disclosure Agreement between CITEM and the contracted party; that all materials/content created or developed by reason of this engagement/contract will form part of CITEM's content library and will be exclusively owned by CITEM; that the content provider will ensure that no copyright infringement will occur in the implementation of the project; and CITEM reserves the right to impose penalty if performance is unsatisfactory, if work/output is incomplete, not delivered or failed to meet deadline/s set.	
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Qualitative Evaluation Documents

Qualifications (90% passing score)	Statement of Compliance
<p>Work Portfolio</p> <p>Proof of expertise in the respective fields of photography, animation, video, content writing, infographics, website and with an eye for capturing photos with high-visual impact.</p> <p>A. Sample of digitally published works, such as websites, online platforms, books, multimedia content.</p> <p>a. With 10 samples of digitally published works + 10 points b. With 5 samples of digitally published works +5 points</p> <p>B. Clients and Portfolio</p> <p>a. List of clients and portfolio with a minimum of 3 clients +10 points b. List of clients and portfolio with a minimum of 1-2 clients +5 points</p>	
<p>Pitch Deck</p> <p>Submit a sample pitch deck for CreatePhilippines. The pitch deck should contain story approach and at least 2 weeks' worth of content.</p> <p>Each criteria is assigned a maximum of 10 points and shall be evaluated based on:</p> <ul style="list-style-type: none"> • Originality of Ideas • Story Selection • Story Approach • Pitch Impact and Flow <p><i>*No actual pitching session will be held. The bidder will only need to submit a PowerPoint presentation that details the pitch.</i></p>	
<p>Propose a Project Management Organizational Structure that outlines the roles and assigned staff that will handle CITEM's requirements for the website. This can be proven through a complete and concise presentation of the content production/editorial team organizational structure:</p> <ul style="list-style-type: none"> • Evaluation of expertise and experience of selected Editor-in-Chief - +20 points 	

<ul style="list-style-type: none"> Evaluation of expertise and experience of selected writing and multimedia staff. +20 points <p><i>The evaluation of proposed EIC and staff will be based on their submitted portfolio, sample writings and curriculum vitae (CV).</i></p>	
Points	

I hereby certify that the statement of compliance to the foregoing Technical Specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Qualitative Evaluation and Technical Bid

Passing Score: 90 points

To fully satisfy and not compromise the quality of the requirements, a qualitative evaluation is necessary in the selection process. Bidder shall be required to submit the following requirements which will be used to evaluate his/her qualifications.

Qualifications (90% passing score)	Document/s	Rating
<p>Proof of expertise in the respective fields of photography, animation, video, content writing, infographics, website and with an eye for capturing photos with high-visual impact.</p> <p>A. Sample of digitally published works, such as websites, online platforms, books, multimedia content.</p> <p>a. With 10 samples of digitally published works + 10 points</p> <p>b. With 5 samples of digitally published works + 5 points</p> <p>B. Clients and Portfolio</p> <p>a. List of clients and portfolio with a minimum of 3 clients + 10 points</p> <p>b. List of clients and portfolio with a minimum of 1-2 clients + 5 points</p>	Work Portfolio	20
<p>Submit a sample pitch deck for CreatePhilippines. Pitch deck should contain story approach and at least 2 weeks' worth of content.</p> <p>Each criteria is assigned a maximum of 10 points and shall be evaluated based on:</p> <ul style="list-style-type: none"> • Originality of Ideas • Story Selection • Story Approach • Pitch Impact and Flow <p><i>*No actual pitching session will be held. The bidder will only need to submit a PowerPoint presentation that details the pitch.</i></p>	Pitch Deck	40
<p>Propose a Project Management Organizational Structure that outlines the roles and assigned staff that will handle CITEM's requirements for the website. This can be proven through a complete and concise presentation of the</p>	Proposed Editorial Team	40

<p>content production/editorial team organizational structure:</p> <ul style="list-style-type: none"> • Evaluation of expertise and experience of selected Editor-in-Chief - +20points • Evaluation of writing and multimedia staff will be evaluated based on theirsubmitted portfolio, sample writings and curriculum vitae (CV). +20 points 		
Total		100

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);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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

- (l) 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

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

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

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

