

PHILIPPINE BIDDING DOCUMENTS

Hiring of Content Producer for FAME+ Digital Catalog

**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 HIRING OF CONTENT PRODUCER FOR THE FAME+ DIGITAL CATALOG

1. The *Center for International Trade Expositions and Missions*, through the *Manila FAME 2021 Content Creation Budget* intends to apply the sum of *Four Million Pesos (Php 4,000,000.00)* being the ABC to payments under the contract for *Hiring of Content Producer for the FAME+ Digital Catalog*. 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 by *on or before August 31, 2021*. 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 **29 April 2021** 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 Two Thousand Pesos (Php2,000.00)*. 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 on **11 May 2021, 2:00PM via Microsoft Teams or Zoom**, which shall be open to prospective bidders. Please contact the CITEM Bids and Awards Committee Secretariat through email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Pre-Bid Conference

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **25 May 2021, 2:00PM**. **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 **25 May 2021, 2:00PM via Microsoft Teams or Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please contact the CITEM Bids and Awards Committee Secretariat through email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Opening of Bids.
10. 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.
11. 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

12. You may visit the following websites:

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

29 April 2021



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 *Hiring of Content Producer for the FAME+ Digital Catalog* with identification number 2021-0025.

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 *Hiring of Content Producer for the FAME+ Digital Catalog* in the amount of *Four Million Pesos (Php 4,000,000.00)*.

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 allowed**. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 Microsoft Teams or 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 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 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.

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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business

tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Content production, particularly video production and editing, lifestyle photography, and product photography services.</i> b. completed within <i>three years</i> prior to the deadline for the submission and receipt of bids.
7.1	<p>The bidder may subcontract the photography and video editing requirements indicated under Section VII (Technical Specifications). The bidder should inform the procuring entity about the subcontracted activity.</p> <p><i>Criteria for subcontractors:</i></p> <ul style="list-style-type: none"> -Agencies involved in content production, specifically in product and lifestyle photography -With 3-5 years' experience in product and lifestyle photography for local or international publications or audience -With a portfolio of projects related to the home, fashion, and lifestyle industries -Has worked with government agencies and private companies in photography for local or international audiences
12	<p>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.</p>
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 Eighty Thousand Pesos (Php 80,000.00), 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 Two Hundred Thousand Pesos (Php200,000.00) if bid security is in Surety Bond.
19.3	<i>Item is being bid out as Single Lot</i>
20.2	<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.

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:</p> <p>“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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Timothy P. Alcantara, Information Officer III</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: The necessary incidental logistical requirement and expenses of its own production staff in conducting meetings, pre-production, onsite production, and post-production activities with no cost to CITEM. These logistical expenses include Personal Protective Equipment (PPEs) and other health and safety requirements, production staff travel arrangements, travel expenses, hotel accommodation, equipment and studio cost and staff meals.</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 under this Contract to transport personnel and products 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>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

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

The terms of payment shall be as follows:

A total of Four Million Pesos (PHP4,000,000.00) inclusive of all applicable taxes and other fees is allotted to the project under the Content Creation Budget of the Manila FAME 2021 APP.

1st payment milestone: 30% of the Contract Price shall be paid to the Supplier after awarding of Notice to Proceed and submission and approval of:

- a. Creative and Production Plan
- b. Master Template
- d. Methodology and Content
- e. Production Calendar

2nd payment milestone: 40% of the Contract Price shall be paid to the Supplier after the submission and approval of:

- a. All raw footages and raw videos
- b. Submission of cloud storage with specified folders for exhibitors

3rd payment milestone: 30% of the Contract Price shall be paid to the Supplier after the submission and approval of:

- a. All final artworks and edited videos
- b. All photo and video assets
- c. All files uploaded via cloud storage address link
- d. 1TB External Hard Drive containing all output and assets delivered to CITEM
- e. Post-event Report
- f. Short program or digital seminar on best practices and notable experiences during the project implementation.

Special conditions:

Should the creative team be unable to serve the exhibitors they are assigned to for the specified requirement due to unforeseen circumstances, *force majeure*, and other factors beyond their control, they shall inform CITEM through its assigned project coordinator and shall discuss alternate deliverables, if necessary.

Below are the alternative deliverables that may be suggested or negotiated with the content producers should there be any unforeseen circumstances that may arise and hinder the successful delivery of the project/s:

Conditions	Actions	Remarks
1. No applicants	Cancelled contract	CITEM will aggressively campaign for participants to join the Content Creation Amelioration Program. However, in the most extreme case where there are no interested applicants, CITEM shall formally inform the Supplier and release them

		from the contract.
2. Does not meet the target number of companies	CITEM may allow the Content Producer to propose additional companies or select from the Manila FAME database of 400+ exhibitors to whom they can offer their design services	Rates of professional fees shall remain constant and will not increase / decrease whether the new exhibitors were outside the original selection of exhibitors for this project.
3. Does not meet the target number of companies and CITEM was not able to provide an alternative exhibitor	CITEM Management will compensate the Content Producer based on the number of companies they served.	Example A: 10 (out of 15) companies successfully assisted x cost of 1 exhibitor factory coverage = Payment the Supplier shall receive + other expenses Example B: 10 (out of 14) companies successfully assisted x cost of the entire package = Payment the Supplier shall receive
4. Does not meet target number of companies despite the alternative list of companies provided by CITEM	CITEM Management to decide on the legalities and other negotiable conditions stated in the contract.	The payment deducted will be equivalent to the items they failed to deliver as indicated under Section IV: Scope of Work and Deliverables of this Terms of Reference.
5. Exhibitor submits less than the maximum number of products allotted for photography services	CITEM will compensate the Content Producer based on the actual of number of photographs of products multiplied by the unit cost indicated in the bidding document.	Example: a. Company A: Submitted 4 products only out of 25: 4 x 5 angles x unit cost = Payment Supplier shall receive
6. CITEM rejects output due to standard and quality issues	CITEM reserves the right to reject output that does not meet standards set by the Manila FAME team and as agreed upon with the Supplier. Supplier will be given the chance to edit or revise their output before a decision will be made. a. Video and sound: Before the final editing, Supplier must present three options for video	Should the revised output be rejected with finality, deductions will be made following these examples: a. Videos: 3 out of 14 videos rejected x unit cost per video = Amount to be deducted to Supplier. b. Dropout photos: 3 photos out of 125 total dropout photos per exhibitor rejected x unit cost per photo = Amount to be deducted from Supplier

		<p>and scoring for selection and approval.</p> <p>b. Catalog and Lifestyle photography: Supplier must present photos that are already processed and follows the required styles and angles.</p> <p>Deductions will be based on the number of outputs rejected times the unit cost.</p>	<p>c. Lifestyle photos: 2 layouts out of 10 Special Package layouts per exhibitor x unit cost per photo = Amount to be deducted from Supplier</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> a. Review and approval of the Master Template and Creative and Production Content Plan b. Review of the first, second, and third (if necessary) edits of the promotional videos c. Approval of final edit of promotional videos d. Review of raw photos and outtakes for dropout photography and lifestyle photography e. Review of final artworks for dropout photography and lifestyle photography f. Approval of final artworks for dropout photography and lifestyle photography g. Review of cloud storage with specified folders for exhibitors 		

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	Master Template and Production Calendar	Containing a reference guide, mood board, color palette, and studio lighting specifications	1 File	June 2021
2	Video Editing	a. Promotional videos with a maximum length of 3 minutes each b. Editing of footage and/or photos supplied by CITEM and 14 exhibitors c. Inclusive of shooting brief / guide (via one [1] Zoom meeting and/or emailed instructions) d. Fourteen (14) exhibitors: - 3 NCR - 2 Pampanga - 1 Cavite - 5 Cebu - 3 Davao <i>*Raw photo and video materials will be supplied to the Content Producer by CITEM and/or the exhibitors</i>	14 videos	On or Before August 31, 2021
3	Dropout Photography	a. 25 products per exhibitor, 5 angles per product or a total of 125 per exhibitor b. 9 exhibitors: - 1 Bohol - 1 Negros Occidental - 2 Cebu - 5 Davao c. 165 companies under BSO participation d. Maximum of 15 individual product shots per exhibitor e. Including Final Artwork of photos (cleaning, color correction, cropping etc.)	3,600 photos	
4	Lifestyle Photography	a. Stylized shots with art direction b. 12 exhibitors, three (3) layouts each: 1 - Surigao del Sur 1 - Negros Occidental 5 - Davao 1 - Benguet 1 - Bukidnon 1 - Bohol 2 - Cebu c. Two (2) exhibitors, ten (10) layouts each: 2 - Davao d. 11 BSOs from the Home, Fashion, and Lifestyle Sectors	89 layouts	

		e. Maximum of 3 styled vignette shots of a collection of products from BSO members f. Inclusive of styling and post-production/final artwork		
5	Submission of Report of Completion	Production and post-event reports	1 document	On or Before September 2021
6	Webinar or knowledge-sharing program	Sharing best practices and recommendations during the project duration and moving forward with a short training on content planning, production, and content creation.	1 program	On or Before October 2021

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

I. BACKGROUND

The **Center for International Trade Expositions and Missions (CITEM)**, created under EO 989 series of 1984, 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.

II. RATIONALE

As CITEM continues to develop ways to be ahead of the digital sphere and transform its services to keep up with the latest technology and trends, the agency spearheaded a **Digital Trade Community Platform (DTCP) for Manila FAME**, one of CITEM's signature events.

The DTCP, launched in October 2020 as **FAME+**, is an online platform with provisions for community engagement, interaction, information exchange, research insights, content production, content curation, social media integration and revenue generation. As an online tool, it is imperative for the platform to be updated with fresh, relevant and relatable content that is supported by rich archive of visual materials.

This initiative was designed to further enhance the digital presence of exhibitors, refining the entire buyer sourcing experience in the Manila FAME website. With its added value services, exhibitors are given a lifetime investment, a living global portfolio with guaranteed viewership through CITEM's extensive audience development with activities such as targeted e-mail marketing and engaging year-round digital activities.

Part of the exhibitor services offered in this new platform is **the FAME+ Digital Exhibitor Storefront**, where companies are given their own exhibitor profile pages to upload multimedia content such as product photos, videos, animation and company profiles. This is where Manila FAME Buyers can review and examine each company's best-selling and newly developed products.

This program also provides opportunities for the creative sector from various regions of the country to recover, regain business exposure, and rebuild financial stability. This osmosis of creative communities working together to build a strong digital presence will also help Manila FAME establish its brand essence in the Home, Fashion, and Lifestyle sectors, a brand with a collaborative nature leaning towards economic growth and MSME empowerment.

III. OBJECTIVES

Help create exhibitor profile pages in FAME+ by providing content such as catalog photos, lifestyle photos, and promotional videos.

Hire a specialized creative Content Producer who will activate local talents and creatives in the Philippines, complete with a support team dedicated to delivering the digital assets required for the FAME+ Digital Storefront.

Set the standards for content generation for the succeeding editions of FAME+.

IV. CITEM RESPONSIBILITIES

CITEM shall adhere to the following responsibilities:

Onboard the Content Producer on the deliverables and timelines
 Organize, or assist the Content Producer in organizing, coordination meetings with the Exhibitor and respective CITEM members.
 Review all submitted materials and communicate with the Content Producer all feedback and revisions needed on the submitted output.
 Penalize, if deemed necessary, or deduct the contract price if violations are incurred, such as delay in the delivery, quality of service, or non-compliance to the project output, among others

[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.]

Item	Specification	Statement of Compliance
A. Deliverables	1. Photography and Video Editing Services with the following requirements:	
	a. Video Editing <ul style="list-style-type: none"> i. Promotional videos with a maximum length of 3 minutes each ii. H.264 video compression in .mp4 format iii. Editing of footage and/or photos supplied by CITEM and 14 exhibitors iv. Inclusive of shooting brief / guide (via one [1] Zoom meeting and/or emailed instructions) v. Fourteen (14) exhibitors: <ul style="list-style-type: none"> - 3 NCR - 2 Pampanga - 1 Cavite - 5 Cebu - 3 Davao 	
	b. Dropout Photography <ul style="list-style-type: none"> i. Catalog dropout photography for 174 exhibitors (9 individual companies, 165 from Business Support Organizations [BSOs]) with 15 to 25 products per exhibitor, in white background ii. Up to 5 angles per product iii. With a resolution of 300dpi and size of 1080 x 1080 px for each photo iv. 9 individual exhibitors: <ul style="list-style-type: none"> - 1 Bohol - 1 Negros Occidental - 2 Cebu - 5 Davao v. 165 companies under BSO participation vi. Maximum of 15 individual product shots per exhibitor vii. including Final Artwork of photos (cleaning, color 	

	correction, cropping etc.)	
	Total: Maximum of 3,600 photos	
	<p>c. Lifestyle Photography</p> <ul style="list-style-type: none"> i. Stylized shots with art direction ii. 12 exhibitors, three (3) layouts each: <ul style="list-style-type: none"> 1 - Surigao del Sur 1 - Negros Occidental 5 - Davao 1 - Benguet 1 - Bukidnon 1 - Bohol 2 – Cebu iii. Two (2) exhibitors, ten (10) layouts each: <ul style="list-style-type: none"> 2 - Davao iv. 11 BSOs from the Home, Fashion, and Lifestyle Sectors v. Maximum of 3 styled vignette shots of a collection of products from BSO members vi. Inclusive of styling and post-production/final artwork <p>Total: Maximum of 89 layouts</p>	
	2. Master Template containing a reference guide, mood board, color palette, and studio lighting specifications that will be used as the main guide by the Content Production Teams in executing the photo shoots.	
	3. Creative and Production Calendar	
	4. Final artworks of photos, including raw files and outtakes	
	5. Edited videos, including raw files and outtakes	
	6. One (1) 1TB external hard drive containing all photo and video assets	
	7. Production and post-event reports	
	8. Short program sharing best practices during the project duration, with a short training on content planning, production, and content creation.	
B. Manpower Requirements	The Content Producer must have a team composed of the following:	
	1. Production / Project Manager: Supervise, schedule, direct, and coordinate with the onsite production crew	
	2. Creative Team: Execute and attend to the creative requirements in coordination with the Manila FAME Creative Director	
	a. Art Director	
	b. Photographer	
	c. Photography Assistants	
	d. Video Editors	
	e. Graphic Artists	
	f. Stylists	
	g. Post-production Team	
	h. Logistics Team	
	3. Accounts Team: Coordinate with CITEM for production updates, creative direction, and organization of the entire operation.	

VI. PROJECT DURATION	The winning bidder must deliver the expected output within four (4) months from receipt and signing of contract and Notice to Proceed (NTP).	
VII. 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.	
VIII. PAYMENT TERMS	The proposed payment scheme for the project will be billed progressively upon the completion of the following milestones. To process the payment, the supplier must submit the approved materials in a hard disk drive (HDD) or provide a cloud storage link wherein the digital files are stored.	
	<p>Milestone 1:</p> <p>Submission and approval of:</p> <ul style="list-style-type: none"> a. Creative and Production Plan b. Master Template c. List of Organizational Structure d. Methodology and Content Production Calendar <p>Payment: 30%</p>	
	<p>Milestone 2:</p> <p>Submission and approval of:</p> <ul style="list-style-type: none"> a. All raw footages and raw videos b. Submission of cloud storage with specified folders for exhibitors <p>Payment: 40%</p>	
	<p>Milestone 3:</p> <p>Submission, approval, and turnover of:</p> <ul style="list-style-type: none"> a. All final artworks and edited videos b. All photo and video assets c. All files uploaded via cloud storage address link d. 1TB External Hard Drive containing all output and assets delivered to CITEM e. Post-event Report f. Short program or digital seminar on best practices and notable experiences during the project implementation. <p>Payment: 30%</p>	
IX. BUDGET	Four Million Pesos (PHP4,000,000.00) inclusive of all applicable taxes and other fees is allotted to the project under the Content Creation Budget of the Manila FAME 2021 APP.	
X. TERMS AND SPECIAL CONDITIONS	<p>Should the creative team be unable to serve the exhibitors they are assigned to for the specified requirement due to unforeseen circumstances, <i>force majeure</i>, and other factors beyond their control, they shall inform CITEM through its assigned project coordinator and shall discuss alternate deliverables, if necessary.</p> <p>Below are the alternative deliverables that may be suggested or negotiated with the content producers should there be any</p>	

	unforeseen circumstances that may arise and hinder the successful delivery of the project/s:	
	<p>1. Condition: No applicants</p> <p>Action: Cancelled contract</p> <p>Remarks: CITEM will aggressively campaign for participants to join the Content Creation Amelioration Program. However, in the most extreme case where there are no interested applicants, CITEM shall formally inform the Supplier and release them from the contract.</p>	
	<p>2. Condition: Does not meet the target number of companies</p> <p>Action: CITEM may allow the Content Producer to propose additional companies or select from the Manila FAME database of 400+ exhibitors to whom they can offer their design services</p> <p>Remarks: Rates of professional fees shall remain constant and will not increase / decrease whether the new exhibitors were outside the original selection of exhibitors for this project.</p>	
	<p>3. Condition: Does not meet the target number of companies and CITEM was not able to provide an alternative exhibitor</p> <p>Action: CITEM Management will compensate the Content Producer based on the number of companies they served.</p> <p>Remarks: Example A: 10 (out of 15) companies successfully assisted x cost of 1 exhibitor factory coverage = Payment the Supplier shall receive + other expenses</p> <p>Example B: 10 (out of 14) companies successfully assisted x cost of the entire package = Payment the Supplier shall receive</p>	
	<p>4. Condition: Does not meet target number of companies despite the alternative list of companies provided by CITEM</p> <p>Action: CITEM Management to decide on the legalities and other negotiable conditions stated in the contract.</p> <p>Remarks: The payment deducted will be equivalent to the items they failed to deliver as indicated under Section IV: Scope of Work and Deliverables of this Terms of Reference.</p>	
	<p>5. Condition: Exhibitor submits less than the maximum number of products allotted for photography services</p> <p>Action: CITEM will compensate the Content Producer based on the actual of number of photographs of products multiplied by the unit cost indicated in the bidding document.</p> <p>Remarks: Example:</p>	

	<p>a. Company A: Submitted 4 products only out of 25: 4×5 angles \times unit cost = Payment Supplier shall receive</p>	
	<p>6. Condition: CITEM rejects output due to standard and quality issues</p> <p>Action: CITEM reserves the right to reject output that does not meet standards set by the Manila FAME team and as agreed upon with the Supplier.</p> <p>Supplier will be given the chance to edit or revise their output before a decision will be made.</p> <p>a. Video and sound: Before the final editing, Supplier must present three options for video and scoring for selection and approval.</p> <p>b. Catalog and Lifestyle photography: Supplier must present photos that are already processed and follows the required styles and angles.</p> <p>Deductions will be based on the number of outputs rejected times the unit cost.</p> <p>Remarks: Should the revised output be rejected with finality, deductions will be made following these examples:</p> <p>a. Videos: 3 out of 14 videos rejected \times unit cost per video = Amount to be deducted to Supplier.</p> <p>b. Dropout photos: 3 photos out of 125 total dropout photos per exhibitor rejected \times unit cost per photo = Amount to be deducted from Supplier</p> <p>c. Lifestyle photos: 2 layouts out of 10 layouts per exhibitor \times unit cost per photo = Amount to be deducted from Supplier</p>	

Qualitative Evaluation Documents

Document	Statement of Compliance
<p>Profile and Portfolio</p> <p>Bidder must submit a company profile and sample portfolio.</p>	
<p>Creative Deck and Organizational Structure</p> <p>Submit a deck containing the creative concept and action plan for executing the deliverables under the terms of reference. The deck must include the organizational structure and creative service suppliers who will be tapped for the shoot. The creative concept should also have a sample mood board for the dropout photography.</p>	

<p>Proof of Engagement with Agencies and Companies</p> <p>Bidder presents proof of engagement with government agencies and private companies in photography and videography for an international audience or for local and international publication purposes.</p>	
<p>Proof of Engagement in Services</p> <p>Proof of engagement in photography or videography with clients from the home, fashion, and lifestyle industry.</p>	

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

Qualitative Bid	Points (highest)
Submit Company Profile and Sample Portfolio: <ul style="list-style-type: none"> • Company Profile - +10 points • Sample Portfolio – +10 points 	20
Submit a deck containing the creative concept and action plan for executing the deliverables under the terms of reference. The deck must include the organizational structure and creative service suppliers who will be tapped for the shoot. The creative concept should also have a sample mood board for the dropout photography. The content plan will be qualitatively evaluated using the following criteria: <ul style="list-style-type: none"> • Organizational Structure and Network of Suppliers - +15 points • Mood Board - +20 points • Thematic set designs – +15 points 	50
Proof of engagement with government agencies and private companies in photography and videography for an international audience or for local and international publication purposes: <ul style="list-style-type: none"> • 3-5 companies/agencies/institutions – +15 points • 1-2 companies/agencies/institutions - +10 points 	15
Proof of engagement in photography or videography with clients from the home, fashion, and lifestyle industry: <ul style="list-style-type: none"> • 3-5 clients – +15 points • 1-2 clients - +10 points 	15
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.

