

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF SERVICES FOR THE PRODUCTION AND DEVELOPMENT OF VARIOUS AUDIOVISUAL PRESENTATIONS (AVPs) (LOTS 1-3)

COBAC IB NO. 027 (S) s. 2020

Government of the Republic of the
Philippines

Department of the Interior and Local
Government (DILG)

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of the Interior and Local Government

CENTRAL OFFICE BIDS AND AWARDS COMMITTEE (COBAC)

INVITATION TO BID

PROCUREMENT OF SERVICES FOR THE PRODUCTION AND DEVELOPMENT OF VARIOUS AUDIOVISUAL PRESENTATIONS (AVPs) (LOTS 1-3)

COBAC IB NO. 027 (G) s. 2020

1. The *Department of the Interior and Local Government (DILG)*, through the *General Appropriations Act FY 2020*, intends to apply the sum **One Million, Five Hundred Eighty-Two Thousand, Six Hundred Seventy-Five Pesos (Php 1,582,675.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF SERVICES FOR THE PRODUCTION AND DEVELOPMENT OF VARIOUS AUDIOVISUAL PRESENTATIONS (AVPs) (LOTS 1-3)** with the breakdown as follows:

LOT	ITEM DESCRIPTION	QTY	TOTAL ABC
1	AVPs on Performance Challenge Fund (PCF)	1 AVP	Php 329,000.00
2	AVP on Community-Based Monitoring System (CBMS)	1 AVP	Php 576,675.00
3	I. AVP on Handling Violence against Women (VAW) and Gender-Based	1 AVP	Php 340,000.00

	Sexual Harassment in Streets and Public Spaces		
	II. AVP on Handling Violence against Women (VAW) during Public Health Emergency	1 AVP	Php 337,000.00
TOTAL			Php 1,582,675.00

Bids received in excess of the **ABC** shall be rejected automatically at bid opening.

2. The DILG now invites bids for the **PROCUREMENT OF SERVICES FOR THE PRODUCTION AND DEVELOPMENT OF VARIOUS AVPs (LOTS 1-3)**. Delivery of the Goods and Services is required as indicated in the timeline provided under Section VI, Schedule of Requirements of the Bidding Document for the said project. Bidders should have completed, within two (2) years from the date of submission and receipt of bids (*December 15, 2018-December 14, 2020*), 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 nondiscretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act.”

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 5183.

4. Interested bidders may obtain further information from the COBAC Secretariat through e-mail at bacsecretariat.dilgco@gmail.com or through these telephone numbers: (02) 8926-6256 / (02) 8876-3454 local 5108.

5. A complete set of Bidding Documents may be purchased by interested Bidders from the COBAC Secretariat on **November 23 – December 15, 2020** upon payment of fees for the Bidding Documents amounting to the following:

LOT	ITEM DESCRIPTION	TOTAL ABC	COST OF BID DOCUMENT
1	AVPs on Performance Challenge Fund (PCF)	Php 329,000.00	Php 500.00
2	AVP on Community-Based Monitoring System (CBMS)	Php 576,675.00	Php 1,000.00
3	I. AVP on Handling Violence against Women (VAW) and Gender-Based Sexual Harassment in Streets and Public Spaces	Php 340,000.00	Php 1,000.00
	II. AVP on Handling Violence against Women (VAW) during Public Health Emergency	Php 337,000.00	
TOTAL		Php 1,582,675.00	Php 2,500.00

If the bidder opts to join all three (3) lots, the fee for the Bidding Document is Two Thousand Five Hundred Pesos (Php 2,500.00).

As a safety protocol, all interested bidders are advised to schedule their visit with the COBAC Secretariat beforehand. Further, all transactions will be done from 10:00 a.m. to 2:00 p.m., Mondays to Fridays, at the lobby of the DILG-NAPOLCOM Center only.

The Bidding Document may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the DILG Website, provided that bidders shall pay the applicable fee for purchase of Bidding Documents not later than the submission of their bids.

6. The DILG will hold a Pre-Bid Conference¹ on **December 2, 2020, 1:45 p.m.** via **ZOOM (Meeting ID: 873 3835 5226; Password: 291076)**, which shall be open to all prospective bidders. Upon entering the ZOOM virtual meeting, prospective bidders are instructed to use the following format for their video screens:

<IB No. _____>_<Company Name>_<Full Name of Authorized Representative>

7. Bids must be duly received by the COBAC Secretariat at the **Lobby of the DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, West Triangle, Quezon City on or before December 15, 2020, 9:00 a.m.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. **Late bids shall not be accepted.**
9. Bid opening shall be on **December 15, 2020, 1:45 p.m.**, live streamed via ZOOM. Meeting ID and Password shall be given to the bidders upon purchase of the Bidding Documents. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the online meeting. **For convenience and ease in the conduct of proceedings, bidders or their authorized representatives must provide the COBAC Secretariat, either via e-mail or any acceptable mode of electronic transmission, a copy of their authorization and company identification to participate in the said bidding.**
10. The bidders must refer to the published Bidding Documents for final guidance.

¹May be deleted in case the ABC is less than One Million Pesos (Php 1,000,000.00) where the Procuring Entity may not hold a Pre-Bid Conference.

11. The *DILG* 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 Section 41 of RA 9184 and its 2016 RIRR, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MS. ELNORA A. VELASCO

Head, COBAC Secretariat

23rd Floor, DILG-NAPOLCOM CENTER

EDSA corner Quezon Avenue, West Triangle

Quezon City

Tel. Nos. (02) 8926-6256/ (02) 8876-3454 loc. 5108

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USEC. RICOJUDGE JANVIER M. ECHIVERRI, MPSA, JD

Chairperson, COBAC

By:

(sgd)

ATTY. JENA J. JAVAREZ

Vice Chairperson, COBAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, DILG, wishes to receive Bids for the **PROCUREMENT OF SERVICES FOR THE PRODUCTION AND DEVELOPMENT OF VARIOUS AUDIOVISUAL PRESENTATIONS (AVPs) (LOTS 1-3)**, with identification number **COBAC IB No. 027 (G) s. 2020**.

The Procurement Project (referred to herein as “Project”) is composed of **three (3) lots**, 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 **FY 2020** in the amount of **One Million, Five Hundred Eighty-Two Thousand, Six Hundred Seventy-Five Pesos (Php 1,582,675.00)**.

2.2. The source of funding is: **NGA, the General Appropriations Act**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time ***through videoconferencing*** 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 two (2) years from the date of submission and receipt of bids prior to the deadline for the submission and receipt of bids (***December 15, 2018-December 14, 2020***).
- 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration² 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**.

² 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.

- 14.2. The Bid and bid security shall be valid for a period of **One Hundred Twenty (120) calendar days from the Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one original and two (2) copies each 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 **at its physical address** as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed,*” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as ***separate contracts for each lot. Total number of contracts to be awarded for this project is three (3).***

- 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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 or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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**.

For Framework Agreement, the following provisions shall apply:

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder

or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																												
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. PRODUCTION AND DEVELOPMENT OF AVPs;</p> <p style="margin-left: 40px;">b. Completed within two (2) years prior to the deadline for the submission and receipt of bids (December 15, 2018 – December 14, 2020).</p>																											
7.1	N/A																											
12	The price of the Goods shall be quoted DDP to DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.																											
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than the following amounts for each lot [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <table border="1" style="margin-left: 80px; border-collapse: collapse; width: 60%;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">ABC</th> <th style="text-align: center;">BID SECURITY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Php 329,000.00</td> <td style="text-align: center;">Php 6,580.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Php 576,675.00</td> <td style="text-align: center;">Php 11,535.50</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Php 667,000.00</td> <td style="text-align: center;">Php 13,340.00</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">Php 1,582,675.00</td> <td style="text-align: center;">Php 31,653.50</td> </tr> </tbody> </table> <p style="text-align: center; margin-left: 80px;">or</p> <p style="margin-left: 40px;">b. The amount of not less than the following amounts for each lot [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</p> <table border="1" style="margin-left: 80px; border-collapse: collapse; width: 60%;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">ABC</th> <th style="text-align: center;">BID SECURITY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Php 329,000.00</td> <td style="text-align: center;">Php 16,450.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Php 576,675.00</td> <td style="text-align: center;">Php 28,833.75</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Php 667,000.00</td> <td style="text-align: center;">Php 33,350.00</td> </tr> </tbody> </table>	Lot	ABC	BID SECURITY	1	Php 329,000.00	Php 6,580.00	2	Php 576,675.00	Php 11,535.50	3	Php 667,000.00	Php 13,340.00	TOTAL	Php 1,582,675.00	Php 31,653.50	Lot	ABC	BID SECURITY	1	Php 329,000.00	Php 16,450.00	2	Php 576,675.00	Php 28,833.75	3	Php 667,000.00	Php 33,350.00
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	TOTAL	Php 1,582,675.00	Php 79,133.75
19.3	<i>The Project will be awarded by lot, as follows:</i>		
	LOT	ITEM DESCRIPTION	QTY
	1	AVPs on Performance Challenge Fund (PCF)	1 AVP
	2	AVP on Community-Based Monitoring System (CBMS)	1 AVP
	3	I. AVP on Handling Violence against Women (VAW) and Gender-Based Sexual Harassment in Streets and Public Spaces	1 AVP
		II. AVP on Handling Violence against Women (VAW) during Public Health Emergency	1 AVP
	TOTAL		Php 1,582,675.00
20.2	<i>Compliance to all existing laws and regulations</i>		
21.2	<i>N/A</i>		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

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

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines. 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 Property Accounts Section, General Services Division, Administrative Service, DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows: N/A.”</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>1. Product Demonstration or presentation during post-qualification to be conducted at a time and place either at PE or supplier's office, or through videoconferencing, provided such arrangement is mutually acceptable to both parties, if applicable.</p> <p>2. Physical / Actual inspection to ensure conformity with the Technical Specifications provided in the Terms of Reference (TOR).</p>

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.

Lot	Description	Quantity	Total	Delivered, Weeks/Months
1	AVPs on Performance Challenge Fund (PCF)	1 AVP	1 AVP	Thirty-one (31) calendar days upon receipt of Notice to Proceed (NTP)
2	AVP on Community-Based Monitoring System (CBMS)	1 AVP	1 AVP	Forty (40) calendar days upon receipt of Notice to Proceed (NTP)
3	I. AVP on Handling Violence against Women (VAW) and Gender-Based Sexual Harassment in Streets and Public Spaces	1 AVP	1 AVP	Seventy (70) calendar days upon receipt of Notice to Proceed (NTP)
	II. AVP on Handling Violence against Women (VAW) during Public Health Emergency	1 AVP	1 AVP	Seventy (70) calendar days upon receipt of Notice to Proceed (NTP)

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Bidders must state 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.

LOT	Specification	Statement of Compliance	Evidence of Compliance
1	<p><u>AVP ON PERFORMANCE CHALLENGING FUND (PCF)</u></p> <p>TERMS OF REFERENCE</p> <p>PRODUCTION OF AUDIO VISUAL PRESENTATION (AVP) ON THE 10TH YEAR ANNIVERSARY OF THE IMPLEMENTATION OF THE PCF PROGRAM</p> <p>I. SCOPE OF SERVICES Under the supervision of the Performance Challenge Fund (PCF) Program Management Office (PMO), the service provider shall:</p>		<ol style="list-style-type: none"> 1. Company Profile/ Portfolio 2. Notarized Certification issued by the company stating that they have been in the business as communication/advertising firm for at least three (3) years. 3. Certificates of Project Completion and Acceptance from three (3)

<ul style="list-style-type: none"> • Collaborate with PCF PMO for the pre-production activities including briefing and setting of objectives and goals for the outputs, which will enable the service provider to understand the information to be conveyed to the people and agree with the Project Procurement Management Plan (PPMP) on the deadlines • Develop a script for audio visual materials to be approved by the end user • Propose at least three (3) narrator/s for selection by the end user prior to voicing scripts • Produce animations/motion graphic videos in accordance with the approved script and lay the recorded narration over the audio visual presentation • Generate sound effects to the animation • Provide all necessary music and sounds for the motion graphic videos <p>II. OUTPUT/DELIVERABLES 5-7 minute Audio-Visual Presentation for PCF</p> <p>III. TECHNICAL SPECIFICATIONS The video shall be submitted in 1080p or Full High Definition (FHD) Video format or any appropriate format that may be used including television, web and mobile with excellent quality</p> <ul style="list-style-type: none"> • Audio Format: Digital non-linear, Stereo • Aspect Ratio: 16:9 optimizable for 4:3 screen format • Final Graphics Video (1920 x 1080 format) • Playable in all types of media <p>IV. PACKAGING Final output, project files, and edit masters shall be packaged for submission in a portable hard drive Five (5) DVD copies of the final output shall be required for submission. The files shall also be sent electronically though Google Drive</p> <p>V. TIMETABLE To be accomplished in thirty-one (31) calendar days from the receipt of the Notice to Proceed (NTP) in the following phases:</p>		<p>previous different government and/or private clients</p> <p>4. Three (3) samples of previously produced AVPs placed in a flash disk or CD/DVD to be submitted along with the original eligibility and technical component of the bid.</p> <p>5. Curriculum Vitae (CV) of at least one (1) personnel involved in the production and development of AVPs</p>
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DELIVERABLES	TIMEFRAME			
Initial meeting and provision of the pre-production materials needed by the Service Provider in the development of the AVP	1 calendar day from the receipt of the Notice to Proceed			
Submit additional concepts and ideas on the initial concepts, ideas and scripts formulated and/or designed by the PCF Team	3 calendar days after the submission of pre-production materials			
Produce animations/motion graphic videos and video shoots in accordance with the approved script and lay the recorded narration over the Audiovisual presentation together with sound effects and necessary music.	14 calendar days after the submission of pre-production materials.			
Presentation of the 1 st draft by the service provider	1 calendar day after the production of the AVP			
Approval of the 1 st draft by the End User	3 calendar days after the submission of 1 st draft			
2 nd Meeting of the End user and the Service Provider and submission of the 2 nd draft of the AVP	3 calendar days after the approval of 1 st draft			
Approval of the 2 nd draft by the End User	2 calendar days after the submission of the 2 nd draft			

3 rd Meeting of the End user and the Service Provider and submission of the 3 rd /final draft of the AVP	2 calendar days after the approval of 2 nd draft
Approval of the final AVP by the End User and delivery to the Property Accounts section, General Service Division (PAS, GSD)	2 calendar days after the submission of the 3 rd /final draft of the AVP

VI. DATE OF DELIVERY

Final and approved AVP shall be delivered 31 days from the receipt of the Notice to Proceed.

VII. SECURITY DECLARATION

The service provider shall be responsible for preserving the security and confidentiality of all classified matter, which may be imparted or entrusted to them as a result of this endeavor. The Service provider shall secure any and all permits necessary for the production of all the materials.

VIII. DECLARATION OF OWNERSHIP

All submitted outputs/recordings, documents, raw production materials under the TOR, including but not limited to, electronic files, digital information, videos, photographs, printed materials produced by the service provider in connection with the performance of the services shall become a property of end user upon completion of work and full payment of the contract. The service provider, shall not, in any way, use copies of the final and raw materials for any other purposes to Field Offices, other National Government Agencies, and organizations, Local Government Units, the press and other partners. Ideas and concepts shall be developed by Service Provider and shall be approved by the end user. The materials shall be based from any other materials done before by any individual, company or organization.

<p>2</p>	<p><u>AVP ON COMMUNITY-BASED MONITORING SYSTEM (CBMS)</u></p> <p style="text-align: center;">TERMS OF REFERENCE</p> <p style="text-align: center;">ENGAGEMENT OF A SERVICE PROVIDER FOR THE PRODUCTION OF AUDIO VISUAL PRESENTATION (AVP) ON THE INSTITUTIONALIZATION OF THE COMMUNITY-BASED MONITORING SYSTEM (CBMS)</p> <p>I. BACKGROUND</p> <p>With the recent passage of RA 11315 otherwise known as the Community-Based Monitoring (CBMS) Act on April 17, 2020, the state recognizes the need to adopt focused and specific measures that will ensure poverty reduction, wherein the citizens will have access to social protection and welfare programs to address their minimum basic needs.</p> <p>Under the law, the Philippine Statistical Authority (PSA) was mandated to lead the implementation of the CBMS, with the Department of the Interior and Local Government (DILG) responsible for advocacy and the Department of Information and Communication Technology (DICT) as members of the CBMS Council.</p> <p>As part of its advocacy initiatives, the Bureau of Local Government Development (BLGD) will be developing an Audio Visual Presentation (AVP) for CBMS. This AVP is intended to inform local government units (LGUs), communities and other stakeholders on CBMS as a tool to generate updated and disaggregated data that will be useful for identifying beneficiaries of LGU programs and interventions, poverty analysis, prioritizing programs and projects, and designing appropriate policies and interventions. It is imperative that stakeholders have a common understanding of CBMS and the need to participate as CBMS entails a census of all households to be undertaken by the LGUs thus, requiring community participation.</p> <p>II. OBJECTIVES</p>	<ol style="list-style-type: none"> 1. Company Profile/ Portfolio 2. Notarized Certification issued by the company stating that they have been in the business as communication/advertising firm for at least three (3) years. 3. Certificates of Project Completion and Acceptance from three (3) previous different government and/or private clients 4. Three (3) samples of previously produced AVPs placed in a flash disk or CD/DVD to be submitted along with the original eligibility and technical component of the bid. 5. Curriculum Vitae (CV) of at least one (1) personnel involved in the production and development of AVPs
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- To engage the services of a professional Service Provider to develop audio- visual presentation (AVP) on CBMS that will serve as a platform to inform and orient the different stakeholders on the importance and benefits of the CBMS program.

III. SCOPE OF SERVICES

Under the supervision of the Local Planning Development Division (LDPD) of the Bureau of Local Government Development (BLGD), the Service Provider shall:

- Collaborate with the LDPD for the pre-production activities including briefing and setting of objectives and goals for the outputs;
- Develop a script for the AVP based on the initial script provided by the end user;
- Propose at least minimum of three (3) narrators for selection by the end user prior to voicing scripts;
- Produce/develop video graphics in accordance with the approved script and overlay the recorded narration in the audio visual presentation;
- Generate sound effects and necessary animation;
- Provide all necessary music and sounds for the motion graphic videos;
- Revise the AVP based on the comments and inputs of the end user;
- Secure approval of the end user prior the finalization of the AVP material.

The End User shall:

- Provide supporting materials as reference of the Service Provider in the development of the AVP;
- Prepare initial script of the AVP;
- Review and approve the script developed by the Service Provider;
- Review the drafts and approve the final version of the AVP;
- Pay the professional fees of the Service Provider based on the allotted budget.

IV. QUALIFICATION REQUIREMENTS

The service provider should meet the following qualification requirements:

- Should be a reputable communications and/or advertising firm which has been in operation for at least three (3) years;

<ul style="list-style-type: none"> • Should be registered with the Philippine Government Electronic Procurement System as a legitimate service provider for government requirements; • Must have produced at least three (3) AVP projects for other firms or similar AVP projects. The said projects must have high definition standard and premium quality; and, • Should submit three (3) samples of AVPs previously produced along with their proposal/bid. <p>V. OUTPUT/DELIVERABLES</p> <p>One (1) 5-7 minute Audio-Visual Presentation on the Community-Based Monitoring System (CBMS).</p> <p>VI. TECHNICAL SPECIFICATIONS</p> <p>The video shall be submitted in 1080p or Full High Definition (FHD) Video format or any appropriate format for broadcast quality:</p> <ul style="list-style-type: none"> • A aspect Ratio: 16:9 optimizable for 4:3 screen format • Final Graphics Video (FDH 1920 x 1080 format) • Musical background scoring • Voice Over • Motion and graphic design • USB for master copy • 3 previews prior to final post. • AVI, MP4 formats for universal playback <p>VII. PACKAGING</p> <p>Final output, project files, and edit masters shall be packaged for submission in a portable flash drive and five (5) DVD copies. The service provider shall ensure that the files can be sent electronically through Google Drive.</p> <p>VIII. TIMELINE OF THE ACTIVITY</p> <p>The developer will be engaged for six weeks (40 days) upon receipt of Notice to Proceed</p>		
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DELIVERABLES	TIME FRAME		
1. Provide pre-production materials needed by the Service Provider in the development of the AVPs	1 calendar day after the receipt of the Notice of Proceed (NTP)		
2. Submit additional concepts and ideas, and scripts formulated and/or designed by BLGD	2 calendar days after the provision of pre-production materials		
3. Proposed narrators/voice overs	1 calendar day after the submission of additional concepts and ideas		
4. Produce animation/motion graphic videos in accordance with the approved script and lay the recorded narration over the audiovisual presentation together with sound effects and the necessary music	25 calendar days after the proposal of narrator		
5. Submission of 1 st draft AVP for comments/inputs of the BLGD- LDPD	1 calendar day after the production of the AVP		
• Submission of 2 nd draft AVP for comments/inputs of the BLGD- LDPD	2 calendar days after the submission of 1 st draft		
• Editing/incorporation of comments/inputs			
• Submission of 3 rd draft AVP for comments/inputs of the BLGD- LDPD	2 calendar days after the submission of 2 nd draft		

• Submission of Comments/Inputs	
• Editing/incorporation of comments/inputs	
• Submission of final draft AVP for comments/inputs of the BLGD- LDPD	2 calendar days after the submission of 3 rd draft
• Submission of Comments/Inputs	
• Editing/incorporation of comments/inputs	
• Approval of Final Output	2 calendar days after the approval of 3 rd draft
• Delivery of final output	2 calendar days after the submission of final draft

IX. FUNDING REQUIREMENT

The allotted budget for the development of AVP is Five Hundred Seventy Six Thousand Six Hundred Seventy-Five Pesos (Php 576,675.00). Full amount of the contract fee shall be paid to the Service Provider after the completion of delivery of the AVP.

X. SECURITY DECLARATION

The service provider shall be responsible for preserving the security and confidentiality of all classified matter, which may be imparted or entrusted to them as a result of this endeavor. The Service provider shall secure any and all permits necessary for the production of all the materials.

	<p>XI. DECLARATION OF OWNERSHIP</p> <p>All submitted outputs/recordings, documents, raw production materials under the TOR, including but not limited to, electronic files, digital information, videos, photographs, printed materials produced by the service provider in connection with the performance of the services shall become a property of end user upon completion of work and full payment of the contract. The service provider, shall not, in any way, use copies of the final and raw materials for any other purposes to Field Offices, other National Government Agencies, and organizations, Local Government Units, the press and other partners.</p> <p>Ideas and concepts shall be developed by the Service Provider and shall be approved by the end user. The materials shall be based from any other materials done before by any individual, company or organization.</p> <p>Any use by a third party of the said materials/studies without prior consent of the DILG, and the end user shall be prohibited and will be subjected to filing a case under RA 8293 , otherwise known as the Intellectual Property Code of the Philippines.</p>		
3	<p><u>I. AVP ON HANDLING CASES OF VIOLENCE AGAINST WOMEN (VAW) AND GENDER-BASED SEXUAL HARASSMENT IN STREETS AND PUBLIC SPACES</u></p> <p style="text-align: center;">TERMS OF REFERENCE</p> <p style="text-align: center;">Production of Explainer Video in Handling Cases of Violence Against Women (VAW) and Gender-Based Sexual Harassment in Streets and Public Spaces</p> <p>1. INTRODUCTION</p> <p>1.1 The National Barangay Operations Office (NBOO) is the office responsible for the development of the capacities of the barangays in the country.</p>		<ol style="list-style-type: none"> 1. Company Profile/ Portfolio 2. Notarized Certification issued by the company stating that they have been in the business as communication/advertising firm for at least three (3) years. 3. Certificates of Project Completion and Acceptance from three (3) previous different

	<p>1.2 For 2020, NBOO is implementing the project “Advocacy and Capacity-Building for Local Institutions on Women and Children. One of the activities of the project is the development of a learning video on handling cases of violence against women (VAW) and gender-based sexual harassment (GBSH) in streets and public spaces.</p> <p>1.3 The learning video will be disseminated to the barangays to help increase the skills and knowledge of punong barangays, VAW Desk persons and other barangay officials and personnel in handling cases of VAW and GBSH in streets and public spaces.</p> <p>2. OBJECTIVE</p> <p>The primary objective of the service provider is to deliver quality video with graphics content that will provide clear details on the role of barangay in managing cases of VAW and GBSH in streets and public spaces.</p> <p>3. SCOPE OF SERVICES</p> <p>Under the general supervision of the National Barangay Operations Office (NBOO), through the Community Capacity Development Division (CCDD), the Production Team/Service Provider will be required to:</p> <p>3.1 Collaborate with NBOO-CCDD VAW Focal Person (FP) for pre-production activities including briefing and setting of objectives and goals for the outputs, which will enable the Service Provider to understand the details particularly the message that the video wanted to convey to the target audience, and both parties to set deadlines and budget requirements;</p> <p>3.2 Develop a script for the video, to be submitted to NBOO Director through NBOO-CCDD Chief for approval;</p>		<p>government and/or private clients</p> <p>4. Three (3) samples of previously produced AVPs placed in a flash disk or CD/DVD to be submitted along with the original eligibility and technical component of the bid.</p> <p>5. Curriculum Vitae (CV) of at least one (1) personnel involved in the production and development of AVPs</p>
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3.3 Create keyframes in lieu of the traditional storyboards for presentation to NBOO-CCDD Chief and VAW FP. The keyframes shall describe the details in the script that will be produced through a video in time with the voice over;

3.4 Propose at least three (3) narrators for selection by NBOO-CCDD Chief and the VAW FP prior to voicing scripts;

3.5 Add sound effects in the video; and

3.6 Provide all necessary music and sounds for the videos.

4. STAFF REQUIREMENTS

4.1 Service Provider shall have the key personnel with the following duties and responsibilities:

a. Production/Project Manager

- Coordinate with NBOO-CCDD Chief and VAW FP on the project;
- Ensure that the service provider meets the goal and specific deadlines with maximum efficiency as possible;
- Responsible for the planning of and organizing the production schedules; and
- Responsible for the technical management, supervision, and control of the production process of the video.

b. Creative Director

- Lead the team in developing and implementing concepts, creative guidelines and directing the creative work;

	<ul style="list-style-type: none"> • Lead the communication design, interactive design and concept of the video; and • Coordinate with the Project Manager to obtain knowledge of the client's requirements. <p>c. Scriptwriter</p> <ul style="list-style-type: none"> • Work closely with VAW FP for the content of the video; • Lead the creation of the script for the video; and • Attend the meeting with VAW FP for the proofreading of the script. <p>d. Voice-over Talent/Narrator</p> <ul style="list-style-type: none"> • Use a spoken commentary to convey the message of the video; and • Work closely with VAW FP for the narrative message <p>e. Illustrator</p> <ul style="list-style-type: none"> • Responsible for all the animation and sound design of the video. <p>f. Animators/Editors</p> <ul style="list-style-type: none"> • Responsible for all the animation of the video. <p>5. INPUT</p> <p>6.1 Meeting with VAW FP to discuss the details and set the goals and expectation of the project; and</p> <p>6.2 Submission of script, storyboard/design plan and layout of the video to VAW FP incorporating their feedback prior to submission of the final design plan.</p> <p>7. OUTPUT/DELIVERABLE</p>		
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7.1 One (1) 5-10-minute video to help explain the role of barangay in handling cases of VAW and GBSH in streets and public spaces. The video shall be submitted in FHD Video format or any other appropriate format/s that may be used for television, web and mobile.

8. TECHNICAL SPECIFICATIONS

- 8.1 Final video in FHD (1920 x 1080 pixels format);
- 8.2 Playable in all types of applications;
- 8.3 Audio Format: Digital non-linear, Stereo;
- 8.4 Aspect Ratio: 16:9 optimizable for 4:3 screen format; and
- 8.5 Minimum of 5 minutes, maximum of 10 minutes

9. PACKAGING

Final output, project files, raw footages and edit masters shall be packaged for submission in one (1) external hard disk/drive with label. Also, one (1) USB copy of the final output shall be required for submission. The files shall also be sent electronically through Google Drive.

10. MANAGEMENT ARRANGEMENTS AND COORDINATION MECHANISM

The Service Provider will be engaged under the NBOO terms of contract and supervised by the NBOO-CCDD Chief, solely for the purpose of delivering the above outputs, within the agreed timeframe. NBOO as the Client shall provide necessary support to the Service Provider in order to execute the assignment during the provision of service. These shall include:

- 9.1. Provision of Service Fee to be paid upon full delivery of final output;
- 9.2. Oversee the delivery of services of the Service Provider; and

9.3. Assist the Service Provider in developing the concept for the video by providing all necessary materials and information on the project.

11. TIMETABLE

The services under this Terms of Reference (TOR) are expected to be accomplished within three months from the date of contract signing, as shown in the table below:

ACTIVITY	OFFICE/PERSON RESPONSIBLE	TIMEFRAME
Post-Production		
Conduct of initial meeting with the Service Provider (SP)	NBOO-CCDD and SP	2 calendar days after receipt of the Notice to Proceed
Turn-over of reference materials to SP for the preparation of the pre-production materials	NBOO-CCDD	3 calendar days after the conduct of the initial meeting
Submission and presentation of pre-production materials (script and storyboard, etc.)	Service Provider	5 calendar days after receipt of reference materials
Submission of comments on the pre-production materials	NBOO-CCDD	5 calendar days after receipt of pre-production materials

Submission and presentation of final pre-production materials	Service Provider	5 calendar days after receipt of comments on the pre-production materials			
Production					
Development of the 1 st draft of the AVP	Service Provider	Within 20 calendar days after the approval of the final pre-preproduction materials			
Submission of the 1 st draft of the AVP	Service Provider	2 calendar days after the development of the 1 st draft of the AVP			
Submission of comments on the 1 st draft of the AVP	NBOO-CCDD	5 days after receipt of the 1 st draft of the AVP			
Submission of the 2 nd draft of the AVP	Service Provider	5 days after receipt of comments on the 1 st draft of the AVP			
Submission of comments on the 2 nd draft of the AVP	NBOO-CCDD	5 days after receipt of the 2 nd draft of the AVP			
Submission of the 3 rd draft of the AVP	Service Provider	5 days after receipt of the comments on the 2 nd draft of the AVP			
Submission of comments on the 3 rd draft of the AVP	NBOO-CCDD	5 days after receipt of the 3 rd draft of the AVP			

Delivery of Final AVP

Submission of Final AVP	Service Provider	3 calendar days after the approval of final AVP
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12. DATA, MATERIALS AND FACILITIES TO BE PROVIDED BY THE DILG AND THE SERVICE PROVIDERS

- 11.1. In connection with the work of the Service Provider, the NBOO-CCDD shall provide the necessary assistance that may be required for the completion of the services; and
- 11.2. The sounds, music and other audio materials that will be used for the production of the material shall be provided by the Service Provider upon approval of the DILG, through NBOO.

13. DECLARATION OF OWNERSHIP

- 12.1. All submitted outputs, recordings, documents, raw production materials under this TOR, including, but not limited to, electronics files, digital information, videos, photographs produced by the Service Provider in connection with the performance of the services, shall become property of DILG-NBOO upon completion of work and full payment of the contract;
- 12.2. The DILG has the right to edit the video and/or reproduce and distribute its copies intended for educational purposes to DILG Field Offices, other National Government Agencies, Local Government Units (Provinces, Cities, Municipalities and Barangays), among others;

	<p>12.3. Ideas and concepts shall be originated by the Service Provider and shall be approved by the end user. The video shall not be based from any videos done before by any individual, company, or organization; and</p> <p>12.4. Any use by a third party of the said materials without prior consent of the DILG-NBOO is absolutely prohibited.</p> <p>14. BUDGET</p> <p>13.1. The total budget for the services required in this TOR is Three Hundred Forty Thousand Pesos (Php 340,000.00) which shall be charged against the FY 2020 Locally-Funded Project “Advocacy and Capacity-Building for Local Institutions on Women and Children”; and</p> <p>13.2. The allocated budget shall cover the salary, overhead costs, social charges and professional fees of the Service Provider and its key personnel.</p> <p>15. REMUNERATION</p> <p>14.1. 100% of service fee shall be paid upon full delivery of final output, with recommendations of NBOO incorporated therein and approval by NBOO Director; and</p> <p>14.2. Remuneration for the service shall cover expenses for all equipment, software and other related costs that will be incurred in the conduct of all pre-production, production, and post-production activities.</p> <p>16. WARRANTIES</p> <p>15.1. The Service Provider shall hold the NBOO free from any and all liabilities, suits,</p>		
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	<p>actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused solely by the Service Provider in connection with the services under this TOR.</p>		
	<p><u>II. AVP ON ADDRESSING VIOLENCE AGAINST WOMEN (VAW) DURING PUBLIC HEALTH EMERGENCY</u></p> <p style="text-align: center;">TERMS OF REFERENCE</p> <p style="text-align: center;">Production of Explainer Video on Addressing Violence Against Women (VAW) During Public Health Emergency</p> <p>1. INTRODUCTION</p> <p>1.1 The National Barangay Operations Office (NBOO) is the office responsible for the development of the capacities of the barangays in the country.</p> <p>1.2 The barangay, as the smallest unit of government, is in the forefront of addressing issues in the community such as violence against women (VAW), especially in times of disaster and public health emergency like the COVID-19 pandemic.</p> <p>1.3 NBOO will develop a learning video to be disseminated to the barangays to increase the skills and knowledge of punong barangays, VAW Desk persons and other barangay officials and personnel in addressing the issues on and responding to VAW during the COVID-19 pandemic.</p> <p>2. OBJECTIVE</p>		

The primary objective of the service provider is to deliver quality video with graphics content that will provide clear details on the role of barangay in addressing the issues on and responding to VAW in times of public health emergency.

3. SCOPE OF SERVICES

Under the general supervision of NBOO, through the Community Capacity Development Division (CCDD), the Production Team/Service Provider will be required to:

- 3.1 Collaborate with NBOO-CCDD VAW Focal Person (FP) for the pre-production activities including briefing and setting of objectives and goals for the outputs, which will enable the Service Provider to understand the details particularly the message that the video wanted to convey to the target audience, and for both parties to set deadlines and budget requirements;
- 3.2 Develop a script for the video, to be submitted to NBOO Director through NBOO-CCDD Chief for approval;
- 3.3 Create keyframes in lieu of the traditional storyboards for presentation to NBOO-CCDD Chief and VAW FP. The keyframes shall describe the details in the script that will be produced through a video in time with the voice over;
- 3.4 Propose at least three (3) narrators for selection by NBOO-CCDD Chief and the VAW FP prior to voicing scripts;
- 3.5 Add sound effects in the video; and
- 3.6 Provide all necessary music and sounds for the video.

4. STAFF REQUIREMENTS

4.1 Service Provider shall have the key personnel with the following duties and responsibilities:

g. Production/Project Manager

- Coordinate with NBOO-CCDD Chief and VAW FP on the project;
- Ensure that the service provider meets the goal and specific deadlines with maximum efficiency as possible;
- Responsible for the planning of and organizing the production schedules; and
- Responsible for the technical management, supervision, and control of the production process of the video.

h. Creative Director

- Lead the team in developing and implementing concepts, creative guidelines and directing the creative work;
- Lead the communication design, interactive design and concept of the video; and
- Coordinate with the Project Manager to obtain knowledge of the client's requirements.

i. Scriptwriter

- Work closely with VAW FP for the content of the video;
- Lead the creation of the script for the video; and
- Attend the meeting with VAW FP for the proofreading of the script.

j. Voice-over Talent/Narrator

- Use a spoken commentary to convey the message of the video; and
- Work closely with VAW FP for the narrative message

<p>k. Illustrator</p> <ul style="list-style-type: none"> • Responsible for all the animation and sound design of the video. <p>l. Animators/Editors</p> <ul style="list-style-type: none"> • Responsible for all the animation of the video. <p>5. INPUT</p> <p>5.1 Meeting with VAW FP to discuss the details and set the goals and expectation of the project; and</p> <p>5.2 Submission of script, storyboard/design plan and layout of the video to VAW FP incorporating their feedback prior to submission of the final design plan.</p> <p>6. OUTPUT/DELIVERABLE</p> <p>6.1 One (1) 5-10-minute video, that will help explain the role of barangay in addressing VAW during public health emergency. The video shall be submitted in FHD Video format or any other appropriate format/s that may be used for television, web and mobile.</p> <p>7. TECHNICAL SPECIFICATIONS</p> <p>7.1 Final video in FHD (1920 x 1080 pixels format);</p> <p>7.2 Playable in all types of applications;</p> <p>7.3 Audio Format: Digital non-linear, Stereo;</p> <p>7.4 Aspect Ratio: 16:9 optimizable for 4:3 screen format; and</p> <p>7.5 Minimum of 5 minutes, maximum of 10 minutes.</p> <p>8. PACKAGING</p>		
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Final output, project files, raw footages and edit masters shall be packaged for submission in one (1) external hard disk/drive with label. Also, one (1) USB copy of the final output shall be required for submission. The files shall also be sent electronically through Google Drive.

9. MANAGEMENT ARRANGEMENTS AND COORDINATION MECHANISM

The Service Provider will be engaged under the NBOO terms of contract and supervised by the NBOO-CCDD Chief, solely for the purpose of delivering the above outputs, within the agreed timeframe. NBOO, as the Client, shall provide necessary support to the Service Provider in order to execute the assignment during the provision of service. These shall include:

- 9.1 Provision of Service Fee to be paid upon full delivery of final output;
- 9.2 Oversee the delivery of services of the Service Provider; and
- 9.3 Assist the Service Provider in developing the concept for the video by providing all necessary materials and information on the project.

10. TIMETABLE

The services under this Terms of Reference (TOR) are expected to be accomplished within three months from the date of contract signing, as shown in the table below:

ACTIVITY	OFFICE/PERSON RESPONSIBLE	TIMEFRAME			
Post-Production					
Conduct of initial meeting with the Service Provider (SP)	NBOO-CCDD and SP	2 calendar days after receipt of the Notice to Proceed			
Turn-over of reference materials to SP for the preparation of the pre-production materials	NBOO-CCDD	3 calendar days after the conduct of the initial meeting			
Submission and presentation of pre-production materials (script and storyboard, etc.)	Service Provider	5 calendar days after receipt of reference materials			
Submission of comments on the pre-production materials	NBOO-CCDD	5 calendar days after receipt of pre-production materials			
Submission and presentation of final pre-production materials	Service Provider	5 calendar days after receipt of comments on the pre-production materials			
Production					
Development of the 1 st draft of the AVP	Service Provider	Within 20 calendar days after the approval of the final pre-preproduction materials			

Submission of the 1 st draft of the AVP	Service Provider	2 calendar days after the development of the 1 st draft of the AVP			
Submission of comments on the 1 st draft of the AVP	NBOO-CCDD	5 days after receipt of the 1 st draft of the AVP			
Submission of the 2 nd draft of the AVP	Service Provider	5 days after receipt of comments on the 1 st draft of the AVP			
Submission of comments on the 2 nd draft of the AVP	NBOO-CCDD	5 days after receipt of the 2 nd draft of the AVP			
Submission of the 3 rd draft of the AVP	Service Provider	5 days after receipt of the comments on the 2 nd draft of the AVP			
Submission of comments on the 3 rd draft of the AVP	NBOO-CCDD	5 days after receipt of the 3 rd draft of the AVP			
Delivery of Final AVP					
Submission of Final AVP	Service Provider	3 calendar days after the approval of final AVP			
11. DATA, MATERIALS AND FACILITIES TO BE PROVIDED BY THE DILG AND THE SERVICE PROVIDERS					

	<p>11.1 In connection with the work of the Service Provider, the NBOO-CCDD shall provide the necessary assistance that may be required in the completion of the services; and</p> <p>11.2 The sounds, music and other audio materials that will be used for the production of the material shall be provided by the Service Provider upon approval of the DILG, through NBOO.</p> <p>12. DECLARATION OF OWNERSHIP</p> <p>12.1. All submitted outputs, recordings, documents, raw production materials under this TOR, including, but not limited to, electronic files, digital information, videos, photographs produced by the Service Provider in connection with the performance of the services, shall become property of DILG-NBOO upon completion of work and full payment of the contract;</p> <p>12.2. The DILG has the right to edit the video and/or reproduce and distribute its copies-intended for educational purposes to DILG Field Offices, other National Government Agencies, Local Government Units (Provinces, Cities, Municipalities and Barangays), among others;</p> <p>12.3. Ideas and concepts shall be originated by the Service Provider and shall be approved by the end user. The video shall not be based from any videos done before by any individual, company, or organization; and</p> <p>12.4. Any use by a third party of the said materials without prior consent of the DILG-NBOO is absolutely prohibited.</p> <p>13. BUDGET</p>		
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	<p>13.1. The total budget for the services required in this TOR is Three Hundred Thirty Seven Thousand Pesos (Php337,000.00) which shall be charged against FY 2020 NBOO Regular Fund; and</p> <p>13.2. The allocated budget shall cover the salary, overhead costs, social charges and professional fees of the Service Provider and its key personnel.</p> <p>14. REMUNERATION</p> <p>14.1. 100% of service fee shall be paid upon full delivery of final output, with recommendations of NBOO incorporated therein and approval by NBOO Director; and</p> <p>14.2. Remuneration for the services shall cover expenses for all equipment, software and other related costs that will be incurred in the conduct of all pre-production, production, and post-production activities.</p> <p>15. WARRANTIES</p> <p>15.1. The Service Provider shall hold the NBOO free from any and all liabilities, suits, actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused solely by the Service Provider in connection with the services under this TOR.</p>		
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

In case there is an expired Class “A” document reflected in the Annex A of PhilGEPS Registration Certificate, it is the responsibility of the bidder to update it with the PhilGEPS, and a copy of the valid Class “A” document must be submitted during the bid opening as attachment to the PhilGEPS Registration Certificate. Failure to attach the valid Class “A” document will be a ground for disqualification;

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

- (f) 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. A sample Statement format can be found at the end of this checklist for reference; **and**
- (g) 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 two (2) years from the date of submission and receipt of bids (***December 15, 2018-December 14, 2020***). A sample Statement format can be found at the end of this checklist for reference.

The SLCC must be accompanied by copy/ies of certificate of end user's acceptance OR official receipt/s OR sales invoice issued for the contract

NOTE: Collection receipt is not acceptable supporting document for the SLCC per GPPB NPM 125-2015;

and

- (h) 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**
- (i) Conformity with the Technical Specifications, which should include evidence of compliance; production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

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

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

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

government procurement activities for the same item or product.

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (*full signature in all pages*); **and**
- (b) Original of duly signed and accomplished Price Schedule/s (*full signature in all pages*).

Note: Forms / Templates (e.g. Bid Securing Declaration, Omnibus Sworn Statement, Financial Bid Form, Price Schedules) may be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>

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, within the relevant period as provided in the Bidding Documents.

This is to CERTIFY that (company) has the following ongoing and awarded but not yet started contracts:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract Value of Outstanding Contracts	Date of Delivery, if delivered

Name and Signature of Authorized Representative

Date

Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided in Section 23.4.1.3 of this 2016 RIRR, within the relevant period as provided in the Bidding Documents

This is to CERTIFY that (company) has the following completed Contracts for the period *December 15, 2018 – December 14, 2020.*

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contracts*	Date of Delivery

*Note: *Adjusted by the bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.*

Name and Signature of

Date

