



PAMBANSANG KOMISYON PARA SA KULTURA AT MGA SINING
BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

NCCA-ITB No. PB2018-07

PROCUREMENT OF PRODUCTION SERVICES FOR FILIPINO VALUES TELESERYE

September 2018

Republic of the Philippines • Office of the President
NATIONAL COMMISSION FOR CULTURE AND THE ARTS

633 General Luna Street, Intramuros 1002 Manila / Tel. 527-2192 to 98 / Fax 527-2191 & 94 / e-mail: info@ncca.gov.ph / website: www.ncca.gov.ph

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Section I. Invitation to Bid



PAMBANSANG KOMISYON PARA SA KULTURA AT MGA SINING
BIDS AND AWARDS COMMITTEE

**INVITATION TO BID for
PRODUCTION SERVICES FOR FILIPINO VALUES
TELESERYE**

1. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**, through the CY 2018 National Endowment Fund for Culture and the Arts (NEFCA) intends to apply the sum of **Fourteen Million Pesos (Php 14,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the project, "Production Services for Filipino Values Teleserye". Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** now invites bids for "Production Services for Filipino Values Teleserye". Delivery of the Goods/ Services shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 NCCA- Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from Mondays-Thursdays, 8:00 a.m. to 6:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on September 13, 2018 from the address below and upon payment of a fee in the amount of Twenty-Five Thousand Pesos (Php 25,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** will hold a Pre-Bid Conference on September 24, 2018 at Room 3-E, 3rd Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below on or before October 11, 2018, 9:00 a.m. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on October 11, 2018, 10:00 a.m. at Room 3-E, 3rd Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** 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 IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

GILBERT R. CUARESMA
BAC Secretary
Room 2-E, 2nd Floor, NCCA Building
633 General Luna Street
Intramuros, Manila
Telephone: 527-2192 local 221
Fax: 527-5535
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MARICHU G. TELLANO
Chairperson, NCCA-Bids and Awards Committee

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation

of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause (a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the

project, if the personnel would be involved in any capacity on the same project.

- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or

- (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).
- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters

pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or

when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

(ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner’s name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.

- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.
- All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended

corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take

custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or

supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
 - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the

preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) .
1.2	This bidding shall only have one (1) lot, as follows: “Procurement of Production Services for Filipino Values Teleserye”
2	The Funding Source is: The Government of the Philippines (GOP) through CY 2018 National Endowment Fund for Culture and the Arts (NEFCA) in the amount of Fourteen Million Pesos (Php 14,000,000.00) . The name of the Project is: “Production Services for Filipino Values Teleserye”
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. Bidders shall include in their bids: <ol style="list-style-type: none"> 1. a copy of Single Largest Completed Contract; and 2. the corresponding proof of completion: <ol style="list-style-type: none"> (i) Certificate of Final Acceptance/Completion from the bidder’s client.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a Pre-Bid Conference for this Project on September 24, 2018, 10:00 a.m. at Room 3-E, 3rd Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila.
10.1	The Procuring Entity’s address is: <i>Address:</i> NCCA Building, 633 Gen. Luna St, Intramuros, Manila <i>Contact Person:</i> Mr. Gilbert R. Cuaresma, BAC Secretary <i>Telephone number:</i> 527-2192 loc. 221 <i>Fax number:</i> 527-5535 <i>Email Address:</i> bids@ncca.gov.ph
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder’s SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.

13.1(c)	Bidders must submit detailed cost breakdown with the Financial Proposal.
13.2	The ABC is Fourteen Million Pesos (Php 14,000,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until one hundred twenty (120) days.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than P280,000.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than P700,000.00 [5% of ABC] if bid security is in Surety Bond.
18.2	The bid security shall be valid until one hundred twenty (120) days.
20.3	<p>Each Bidder shall submit one (1) original and two (2) duplicate copies of the first and second components of its bid.</p> <p>For authentication purposes, all pages of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. In case of the duplicate copies, documents should be marked as "Certified True Copy". The bidders are also reminded to put proper tabulation on each bidding documents.</p>
21	<p>The address for submission of bids is Room 2-E, 2nd Floor, NCCA Building, 633 General Luna Street, Intramuros, Manila.</p> <p>The deadline for submission of bids is on October 11, 2018 at 9:00 a.m. Late bids shall not be accepted.</p>
24.1	<p>The place of bid opening is at Room 3-E, 3rd Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila.</p> <p>The date and time of bid opening is on October 11, 2018 at 10:00 a.m.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	<p>The following shall be submitted in addition to those specified under Section 29.2 of the GCC:</p> <p>Post-Qualification Documents:</p> <p>(i) SEC/DTI Registration;</p> <p>(ii) Valid & Current Mayor's Permit/ Municipal Licenses-Year 2018;</p> <p>(iii) Valid Tax Clearance per Executive Order 398, Series of 2005;</p>

	<i>(iv)</i> Certificate of VAT Registration; <i>(v)</i> Proof of enrollment in the Electronic Filing and Payments System (EFPS); <i>(vi)</i> Latest income and business tax returns; <i>(vii)</i> Company Profile and List of Clients
32.4(f)	No additional requirement.

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Ошибка! Источник ссылки не найден..**
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed

portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at

the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) .
1.1(i)	The Supplier is
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through CY 2018 National Endowment Fund for Culture and the Arts (NEFCA) in the amount of Fourteen Million Pesos (Php 14,000,000.00) .
1.1(k)	The Project sites are defined in Section VI. Schedule of Requirements.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><i>Name</i> National Commission For Culture and The Arts <i>Contact</i> RICO S. PABLEO, JR. <i>Position</i> Executive Director <i>Address</i> 633 Gen. Luna St. NCCA Building Intramuros, Manila <i>Phone No.</i> 527-2192</p> <p>The Supplier's address for Notices is:</p> <p><i>Name</i> <i>Contact</i> <i>Position</i> <i>Address</i> <i>Phone No.</i></p>
6.2	<p>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered as provided in Section VI. Schedule of Requirements 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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;

	<ul style="list-style-type: none"> (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	None.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is <i>immediately within seven (7) days after the relevant time of delivery or discovery of said defects as provided by the schedule of requirements.</i>
21.1	In case of a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

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 Public Affairs and Information Section (NCCA-PAIS) as referred here and in the Technical Specifications.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Production Services for Filipino Values Teleserye			Production should commence within 7 calendar days from the receipt of Notice to Proceed and submit final output and accomplish the airing of the TV show until December 2018.

I hereby certify to comply and deliver all the above requirements.

Conforme:

Name of Company (in print)

Name and Signature of Company Authorized Representative

Date:

Section VII. Technical Specifications

TITLE OF PROJECT	ABC
Procurement of Production Services for Filipino Values Teleserye	<p style="text-align: center;">Fourteen Million Pesos only PHP 14,000,000.00</p> <p style="text-align: center;"><i>*inclusive of all applicable taxes/charges</i></p>

Hereunder are the proposed creative, technical, and other specifications:

I. CREATIVE

- Prospective bidders must have the capability, equipment and facilities to produce 6 episodes or 1 season of a 1-hour program (45 minutes content) highlighting the Commission's concept on the “**The Filipino Values**” and broadcast through any top/major network in the Philippines. The language to be used in the show is Filipino.
- The program follows a “Drama-serye” or “Teleserye” format focusing on a defined set of Filipino values as theme basis and story development situated in different social environments and settings.
- The set of Filipino values which should be depicted in the show should strictly adhere to the values based on the Focused Group Discussions (FGDs) facilitated by the NCCA.
- Eligible bidders must submit a concept paper detailing the story/treatment/production timetable, etc. following a drama-serye or teleserye format based on this synopsis below:
- An over-all summary of the show which covers concept, story, characters, and location, among others, should be submitted together with a detailed synopsis per episode together with focus values.

II. TECHNICAL

- Eligible bidders must submit a production timetable ensuring that production of all six (6) episodes must be done from the time that the project is awarded until December 2018 and aired on the first quarter of 2019, along with other pertinent documents under the technical component of the bid as outlined in the bidding documents.
- The show will be aired on television as well as used for any special event to generate support for the government’s advocacy campaign on inculcation of Filipino values. This will not be screened commercially.
- The client shall have the full rights to edit/censure script/story and/or any part of the final output at any stage of the production before airing.
- Production should be done in Luzon and NCR to produce the 6 episodes
- The amount of Fourteen Million pesos (Php14M) should cover one season of *NCCA Filipino Values Teleserye* or a total of 6 episodes including airtime.

- The winning bidder will shoulder cost of airtime, with an airing of weekend, primetime slot in a major network which uses Filipino as medium of communication.

The NCCA shall:

- own all materials, including the raw materials, papers, and documents produced or purchased about the project and should not be used and/or copied without their written consent and approval.
- recommend experts as consultants for the show, specifically for the following: direction, cinematography (visual), script, and music. This is to ensure that every aspect of the show is accurate and respectful of our Filipino culture, traditions, and values.
- Preview and approved all the episodes with the consultants.
- provide additional materials for research.
- Criteria for selection is as follows:

CRITERIA	PERCENTAGE
Detailed treatment/Production Timetable	40%
Quality of Previous Works (TV Programs, AVPs in DVD format)	40%
Experience in a Related Field/Work	10%
Experience of Production Staff (List of production staff with credentials)	10%
TOTAL	100%

III. PRODUCTION HOUSE

- Prospective bidders must be a production house with more than three (3) years of experience in producing excellent and relevant audio-visual materials and other production works.
- Must be able to comply with the eligibility requirements as specified in the bidding documents.
- The production house and its creative team must be recognized in the industry.
- The production house has been active in the industry for three (3) years or more, and has worked on projects with major networks and film outfits.
- The production house should have capabilities in 2D and 3D animation.
- The production house shall submit sample works in DVD format with their portfolio.
- The production house should have the capacity to deliver professional, full complement and topnotch technical and production services to the client. This includes transportation costs and meals for their production team.

- The production house shall take charge of the quad media promotion of the show.

IV. CONTENT AND THEME

A. CONTEXT

As a government agency mandated to promote Philippine arts and culture, and in keeping with the prescribed goals of the 2017-2022 Philippine Development Plan, the NATIONAL COMMISSION FOR CULTURE AND THE ARTS is seriously concretizing the new thrust of the PDP to promote Philippine Culture and Values. In said plan, all cultural agencies and institutions are tasked to *“increase the level of cultural awareness, inculcate values for the common good, cultivate creativity, and amplify national pride among Filipinos. It will instill values for the common good into the consciousness of all citizens and will provide the needed positive and transformative change that will eventually lead to a high- trust society.”*

To implement this directive, the NCCA is launching the FILIPINO VALUES FORMATION PROGRAM what has two important components:

- 1) A defined list of core and shared values that foster common good;
- 2) Extensive promotion and education strategies on the identified values.

It has just organized and implemented a series of Research Studies and Focus Group Discussions that ascertained a contemporary list of core and shared values, and its most recent output came out with 19 core and shared values and 6 sectoral values, which are as follows:

SHARED AND CORE VALUES

. CORE AND SHARED VALUES:

A. THE VALUE OF FAMILY

1. WHAT CONSTITUTES A FAMILY:

Concepts on what makes a family are so varied in scope and character based on what particular perspective one would be defining it. The most common concept of family includes an expanding range: from it being a basic and immediate unit of society which is its biological concept, extending to variations: relatives, kinship, clan, tribe and nation. The word “family” also extends to mean friends, neighbors, or groups which their members consider as their common base of unity, solidarity, and common visions for life, like the LGBT, and other sectoral groups. At this level, the concept of family takes on a metaphorical or symbolic character like how it is being used in work, school or media.

Family is also defined by Law: in the Family Code and in the Constitution.

Friends are also considered part of both a literal and figurative “family” concept. True friends were described as persons whom one can trust, are mature, are economically stable and thus have the capacity to share, and are best to keep if they come from different generations.

2. WHAT A GOOD FAMILY SHOULD BE:

The FGD groups described the conditions for a FAMILY to be regarded as a GOOD FAMILY, in other words, what should a good family have:

Parents should lead a stable married life. They should know the right ways of parenting and infant care.

Within the family, there should be caring, sharing, unity, understanding and respect. Members must have good moral judgement towards each other, while behaving with a sense of responsibility for each other. Lines of communication should be open, and the related values of equality and egalitarianism should be observed. Efforts towards attaining stability, economic security and better quality of life are norms for having a good family. Parents are expected to wield authority while children are expected to be obedient and show respect to their elders and parents.

A good family strives to attain good education for its members, and children grow up to become mature adults. Over-all, family members must provide joy for/to each other.

3. WHAT FAMILY MEANS TO PEOPLE:

Family is a source of strength and inspiration, a foundation for growth and personal development, a channel for transmitting values, and a source of identity. One derives motivation, balance, and a support system from one's family. The family circle is a fount of support and acceptance, of openness and care. The family is where one is not afraid to grow old.

For parents, the family is a transmitter of values, responsible for education and guidance, For children, the family is seen as a place for refuge, life and pride.

4. WHAT VALUES ARE LEARNED FROM A FAMILY AND FRIENDS:

Members of a family learn the following from being part of a family: respect, proper treatment to each other, faith as a binding agent, being together, trust, love, self-acceptance and social awareness. One learns that all is for the family, that ANAK is center of the family, and the main goal is giving back to the family.

5. WHAT ARE CHARACTERISTICS OF FILIPINO FAMILIES:

Some FGD members note the close family ties within the Filipino family, and the traditional roles one attribute to the father or the mother.

6. VIEWS FROM SPECIFIC SECTORS:

Specific cultural communities also exhibit particular values and practices as regards to families: like pre-arranged marriages in families of indigenous peoples or among Muslim groups, and other traditional customs amongst Catholic families.

7. WHAT ARE CURRENT CHALLENGES ON THE VALUES ON FAMILIES:

Challenges on the values on family life include the pressures of economic needs experienced amongst OFW parents, thus resulting in crises of perseverance and fidelity, as well as exerting greater need for determination and sacrifice. Excessive family ties lead to cases of nepotism, protectionism, padrino abuses, and political dynasties.

8. POLICIES RELATED TO FAMILY

A number of national and local legislation have been promulgated for the protection of the values of the family, thus keeping its integrity and sacredness.

B. GOD, FAITH, RELIGION AND THE SUPERNATURAL

1. Mentioned by almost 90% of the FGD groups, religion pertains to concepts and notions about God: God as the highest value; God is love and as the source of life.
2. This value is also related to faith as expressed through the different religions and its expressions. Religion serves the purpose as conscience check in doing the good and avoiding the bad. The role of faith is best seen in the effects in the family. Many Filipinos see faith as answer to family problems and as an agent for binding family members together. Sources of faith include the family and community.
3. God is seen as the highest in the order of importance and because of this many see God as central in life. Filipinos rely on God and believes that they owe everything to God including family and life. During times of problems and crises, Filipinos turn to God.

C. EDUCATION AND LEARNING

1. PERCEPTIONS ABOUT EDUCATION:

“Mahirap sa kalooban ang hindi makapag aral dahil sa kahirapan”. As a right it is the responsibility of duty bearers to ensure education for everyone. For the family it is an expression of love. Education is wealth in itself, the key to success and to a bright future.

Education is empowerment and educational attainment is a form of social status with character as the more desirable product of education. Education begins at home and a way of continuing the dreams of one's parents to finish schooling. The struggle of attending school and seriously is a the student's way of giving back to parents – utang na loob.

2. IMPORTANCE / VALUE OF EDUCATION:

Filipinos put a high price to education. Through education, they gain knowledge, learn values and become aware and appreciative of life around them.

IMPACT: Education has great impact on families. They believe that education ensures for them a better life, a means to free them out of hardships since there are more opportunities for the “educated”.

3. PURPOSE OF EDUCATION:

“Education will help my family in the future”. “Change the path (future) of my children”.

Education makes a person aware of his situation and realize what he/she really wants in life. It equips the person to understand the surroundings and how things work. It provides tools ‘to work with, then earn, and then help family and others’. It ensures better life for the family with goals successfully attained.

For the communities, education will serve to alleviate them from current “low” economic status.

4. LEARNING MODALITIES:

Formal and informal education are two modalities recognized in the discussions. While formal education is highly valued, other learning modalities are also recognized to be as important and significant, thus “learning from others and vice versa” is appreciated.

Traditional Knowledge is equally important, thus its integration into formal education curricula is a must.

Informal education rooted in customs and tradition is equally important. It equips the individual with life skills.

“Experience is the best teacher,” as the dictum says.

5. QUALITIES / FEATURES:

Equal access to education is a must. Education programs should include mental health and the arts. IKSP and values should be integrated in the school curriculum. IKSP is best taught in rural areas because of the continued use of mother tongue.

6. OPERATIONALIZATION / INTERVENTIONS:

It is recommended that a tribal school be established per tribe. Said schools shall engage in the preservation of the culture, history, language and rituals of the specific tribe. It would be best to engage the private sector in corollary programs for the socio-

economic uplift, literacy, and delivery of related development services relevant to education concerns in these communities.

Families and communities in past generations made sacrifices to ensure education for their children and youth. Literally, they had to build boats and paddle away to send their children to school. Children have to give back by studying hard. Education has always been a prime value to all.

D. KAPWA AND VALUES RELATED TO THE OTHER, COMMUNITY AND SOCIAL RELATIONS

1. Kapwa forms as one of the core values of Filipinos. Related concepts articulated in the research are: community, bayanihan, neighbor, etc.
2. Filipinos put a premium on relating well with others. “Ang kapwa mo ay ako rin”.
3. Notions and concepts shared include the idea of Filipinos as selfless, and an innate orientation for relationships as expressed through helping others, love & unity and sharing what one has achieved. These concepts of the *kapwa* have been passed on by tradition as brought about by the experience of a collective sharing of burdens including the belief that those who help the other will be rewarded or will have a good karma.
4. Occasions where helping is expressed are: weddings, gatherings, community activities, work, funerals and at times when the “other” has a problem. Hospitality was mentioned as a form of helping the visitor.
5. Traits and other values cluster around the value of *pakikipagkapwa*. Among these are: understanding, love & empathy, trust (*panagtalek*), belongingness, sensitivity & compassion, care, respect, honesty, selflessness and altruism. The traits of *pakikipagkapwa* extend its confine outside the community and may include values such as love of country, heroism and communication.
6. Traditional values of *bayanihan* and *utang na loob* were articulated. The practices involve around these are much more prevalent in the regions where the “other” has a face and were strong community relations still exist. These have different names (*ammoyo* for the Bontoc; *ug-ugbo* for the Ifugao; *kamanidungan* for the Ivatan; *bayanihan* for the Tagalog) and these may be focused on a particular activity where cooperation exists (e.g. arming, house building, etc.)
7. *Utang na loob* or reciprocity was mentioned but participants were critical as it may work either positively or negatively. It was seen in the negative when *utang na loob* was a form of paying someone at the expense of one’s values such as in the case of *padrino* politics and maintenance of smooth interpersonal relations. It was seen positively in the light of paying back or paying forward. The value of gratitude may be further explored.
8. The value of *kapwa* is at seen at present through the concept of building and organizing sustainable communities, which require organizing, planning and information dissemination, harnessing and learning from people that are all rooted in the collective aspirations of communities. A sector mentioned the importance of developing spaces that promote interconnectivity.
9. The present threat to the values of *kapwa* were likewise articulated. This includes the loss of interaction due to modern technology, rapid urbanization, materialism, extreme individualism and the shifts in cash economy which commodifies services and helping.

E. VALUES RELATED TO THE SELF

1. The values related to self were expounded by 11 FGD groups, namely: IP Sector done in Baguio, Rural Sector done in Isabela, Rural Sector done in Naga, PWD done in the NCR,

LGBT sector done in the NCR, Women Sector done in the NCR, the Youth Sector done in the NCR, Creatives Group 2 done in the NCR, the Informal Sector done in Cebu, the Military done in Zamboanga, and the Muslim group done in Cotobato.

2. Values emanate from self-experience, family, belief in God, and personal and social development.
3. The qualities or traits that are usually attributed to the concept of a good sense of self are: humility, honesty, sincerity, and respectfulness. Being lovable, doing good things, a sense of honor and integrity to mean sense of convictions and principles were also noted.
4. Values of self are also identified to mean the qualities of personality, character, or pagkatao, or the real “you”. A sense of dignity usual informs all these.
5. A major value construct attributed to the value of self is SELF-WORTH, or SELF-ESTEEM. Self-worth is further qualified to mean Honor, Identity, Reputation or Name, and Sense of Pride.
6. ON HONOR:
 - a. HONOR, DIGNITY, OR DAYAW IS ACQUIRED when one’s life is lived with a purpose, has rootedness in heritage and in the past (Pagulikid), is aimed at living for others, and is constantly engaged in deep reflection or self-reflexivity or Paghinuha. Honor is not acquired through entitlements or positions but through sustaining one’s purpose in life especially through hardships and in the face of calamities.
 - b. HONOR IS ASSAILED OR COMPROMISED when one succumbs to or is invited to commit corruption, infidelity, unwanted pregnancies, irregularities and the like. Honor is assaulted when there are cases of discrimination and prejudice or biases, and misdirected entitlements. One common resulting attitude of those whose honor has been assailed is the sense of shame or disgrace, or Hiya, Ulaw or Bain.
 - c. HONOR IS DEFENDED through valuing oneself and saving face through resignation, acceptance, working harder, keeping things in secret and maintaining silence. A major response of defending honor is through outright defiance as an effort of upholding one’s honor. This might mean withdrawal and abdication from the source of dishonor, to include resignation from a job where one is forced to be corrupt.
 - d. The EFFECTS OF A LIFE LIVED WITH HONOR are characterized by a sense of positive contentment, enhanced self-acceptance, inner strength and empowerment. One goes through a process of becoming a better person, a process of self-transformation. Life then acquires deeper meaning leading to a sense of genuine fulfillment and happiness.
7. ON PRIDE:

Pride as related to Self would mean an enhanced Pride of Self owing to pride of heritage, cultural identity, of one’s past, place, and origins. This also includes the pride of exerting resilience as a response to adversity.
8. The FORMATION OF GOOD VALUES IS HINDERED by poverty, vices, lack of guidance, negative relationships, impatience, and an excessive attitude of living unprincipledly “against all odds” just to attain something in life.
9. The process of BUILDING A BETTER SENSE AND VALUE OF SELF OR CHARACTER requires the following: education, talents, skills, communication, and experience of personal and social development. Furthermore, one acquires the value of SELF though having the right attitudes in life, maintaining “dreams” and “aspirations”,

accomplishments with a sense of genuine purpose. However, achieving a full and genuine sense of self requires a lifetime.

F. WORK, LIVELIHOOD, JOB, CAREER, SECURITY OF LIVING

1. This value stresses the importance of work as a source of providing for the basic needs of a human being and his family. There is a desire by many of the FGD participants for a more comfortable and prosperous life but they also stress the value of contentment.
2. Related to work is the concept of the workplace which actually acts as a support mechanism akin to family or a friend. Concerns over working conditions, improved technology and freedom of expression were all raised.
3. The core concept of this cluster revolves around the value of hardwork or *paningkamot* in Cebuano. Hardwork is related to the value of a decent job and the openness to prospects and opportunities. Money was likewise tackled. Having money means being able to satisfy one's needs; raising the standard of living; and achieving one's goals such as sending oneself to study. Security is a related value. Security is not how much one earns but on how one manages his/her finances. The value of stewardship was mentioned and this pertains to harnessing one's gifts and talents.
4. Values related to work were enumerated and these are: trust, respect, adaptability, and observance of work ethics. Work is also seen as status symbol and work as a means of connecting to one's ancestors such as in the case of traditional farming.
5. Over-all, work, career and livelihood are related since it gives dignity to the human being by being able to sustain oneself and his family.

G. CULTURE, ARTS & SCIENCES, HERITAGE, AND CREATIVITY

1. "Culture is important". The statement by the Creatives-2 sector encapsulates the value of culture and its related domains namely heritage, arts & sciences and creativity. Several sectors articulated this value: IP(CAR), IP (Batanes), IP (Bukidnon), Urban (GenSan), Urban (Tarlac), LGBT (NCR), Creatives1 & 2 (NCR), including Muslim (Cotabato). The Cotabato group used the terms *a'dat* and *pusaka* to refer to culture and heritage. Culture encompasses integrity and all other values. Culture also serves as a platform for sharing one's talents and inspiration. Other than the self, the need for the artist to create stems from his identity and culture.
2. Core concepts revolve around on how culture is the soul of a nation which gives a person a sense of identification, lifestyle and self. Culture operates within the context of a community.
3. Culture is expressed through heritage. Some of the sectors shared UNESCO's heritage framework of tangible and intangible heritage, including natural heritage. Participants expressed concern on particular heritage such as food, clothing, woven textiles, dances, chants, ethnobotany, food, heritage houses and structures. Heritage is considered a value because it involves skill and a system of how it is passed on. Heritage is also a means to relate with one's ancestors.
4. Arts including science are considered valuable. It functions as a tool for awareness, challenging society in terms of critical thinking and sensitivity. Art reflects life and makes it whole. Art provides a venue for expressing the self and can be used to sustain the needs of society, both creative and practical(inventions). Over-all art and science encourage creativity and passion and can be a tool for empowerment and the creation a new culture.
5. Creativity is a value is directly linked with the arts. This involves inspiration and enlightenment in the input, process and output phases. Filipinos are seen as inherently creative. The creative industry was mentioned by artists but this needs much further exploration as to the specific concerns with regard to this industry.

6. Language is a very concrete expression of one's cultural identity. Concern for the waning usage of local languages particularly the mother tongue was articulated. One reason for mother tongue usage decline could be because of mixed marriages which force parents to use Filipino or English instead of their own mother tongue. Parents are worried that the continued influence of the dominant Filipino language and English as used in media and taught in schools are impacting local languages. Indigenizing the curriculum is seen as an effective strategy to address concerns related to language.
7. Concerns and threats with regard to culture and its expressions were reiterated. Heritage is not a major concern among Filipinos because of the cost it entails and the absence of local artisans who can do restoration and preservation work. The influx of modern technology and modern life style impact natural and all kinds of heritage. With regard to indigenous policies, government policies destroy IP character (according to the IPs of Iloilo) and there are some religions that impose their doctrine on IP belief systems. Lastly there is a concern over the passing of culture and heritage from the older generation to the younger generation (inter-generational).
8. Many of the sectors expressed the need to preserve, conserve and safeguard culture, heritage and the arts. Preservation goes beyond museum work or putting artifacts on a display. Efforts to protect culture include: the use of science & technology to preserve heritage structures;

documentation, research and promotion on culture. A cluster focused on the need for government to pass policies and programs and to link culture with sustainability and economic security, including LGU support for local craftsmen. Supporting IP rights and safeguarding IP traditions and practices are seen as effective ways of sustaining IP culture. Lastly, teaching and even cultural immersions can be adopted to ensure that culture can be passed on the next generation.

H. VALUE OF GOOD GOVERNANCE

1. Exceptional governance and public service, as provided for by an accessible government and relayed through its national institutions, leads to social consciousness and change for the betterment of its constituents.
2. Some of the qualities of a good leader includes (but is not limited to) the following: value- and knowledge-based leadership grounded on morals/ethics, sensitivity, humility, support-based (teamwork/cooperative), and is (positive) action- and results-oriented.
3. The value of governance includes an exhaustive knowledge of, and healthy respect for, the traditional governance and leadership of the different IPs.

I. VALUE OF HEALTH AND WELLNESS

1. Health and wellness cover not only the mind and the body but extends to a person's spirituality.
2. Having self-care, proper nutrition, a healthy state of mind, and a contented life defines health and wellness.
3. Different people consider health and wellness as one of their top priorities in life.
4. Living a healthy lifestyle, valuing discipline, and rewarding oneself helps maintain one's general well-being.
5. Physical health can be improved by eating organic food, exercising and breathing clean air.
6. Good mental health could be achieved thru maintaining a good support system like in the family.

7. Having time for oneself (“me time,” “quiet time”) and pondering upon life helps maintain good mental health.
8. Letting go of negative thoughts (concept of healthy forgetfulness) and thinking of happy thoughts help maintain inner well-being.
9. Having values and a sense of purpose in life leads to a better mental well-being.
10. Stress puts a pressure to one’s mental health. It was said that poverty causes stress.
11. Good health is one’s capital to perform well in attaining goals and finishing responsibilities.
12. Reproductive health advocacies should be promoted.
13. The government should provide better healthcare by supplying affordable medicine and building hospitals in areas accessible to more people.
14. The government should support sustainable, organic agriculture because chemically-infused crops harm people, in which the practice goes against their moral standards.

J. VALUE OF HUMAN RIGHTS

1. The value of human rights has the following dimensions: first, recognition that human rights is an intrinsic component of being human; second, having human rights is synonymous with respecting the sanctity of life; third, that equality and its reciprocation to others is influenced by one’s own views regarding the equitability of human rights.
2. The various IPs articulate that their rights, culture, way of life, and identity emanate from having and sustaining their ancestral domain.
3. Injustice in the form of maltreatment and prejudices results from the continuing ignorance and abuse of human rights.
4. To have equality means having equal access to socioeconomic opportunities and social services, and having platforms where injustices can be addressed.

K. VALUE OF THE ENVIRONMENT

1. The word “environment” can be called by different names: *Kina-iyahan* in Bisaya, and *Aglawlaw* in Ilocano.
2. Different principles revolve around the environment, including its protection, preservation (*panangilala* in Ilocano), and its integrity as synonymous to “Ancestral Domain.”
3. The environment, as a space, shapes the culture of its inhabitants.
4. People should preserve the environment to ensure the survival of people, including the future generation.
5. The environment should be preserved because it is the land endowed by God.
6. Protecting the environment has an economic advantage.
7. Maintaining traditional practices is essential in preserving the environment.
8. The environment should be preserved because people take pride of the beauty of their environment, and the goodness of its people.
9. Water is viewed as the most important resource because it gives life.

10. Business industries are the biggest contributor to environmental destruction: illegal logging, mining & quarrying, expansion of farms and tourism (which causes solid waste and sewerage problems).
11. Ordinary people also contribute to the destruction of the environment by using plastics and other chemically-infused products.
12. Environmental threats can bring about pollution, river siltation, food & water shortage and climate change.
13. National laws and government programs that govern the IPs Ancestral Domain sometimes prevent IPs from practicing their traditional way of life, which preserved the environment from thousands of years ago.
14. The existing actions to preserve the environment come from the community level: customary laws and practices, sustainable agriculture, environmental education, environmental advocacies.
15. More initiatives that come from government are recommended: make appropriate laws & ordinances, host more trainings, integrate environmental protection to education, and harmonize the existing traditional practices to current national efforts.
16. As a people, Filipinos should connect more with the environment and unite to mitigate the effects of climate change.

L. THE VALUE OF PEACE

1. The notion of peace starts from the self and extends to the community.
2. Being free, having a good position in life, and having an orderly community defines peace. Developing good personal values (love, respect, trust in God, living in harmony) contribute to attaining peace.
3. Threats to peace were enumerated such as illegal mining, insurgency, problems with land & tenure, drugs, human trafficking and unjust killings.

M. THE VALUE OF RESILIENCE, THRIFT, AND FLEXIBILITY

1. Resiliency is defined by Women's Sector to connote *pagpapanatili* to pertain to the continued happiness despite all odds.
2. Filipinos' resiliency is due to many factors. For one the country is beset by natural calamities and one needs to overcome hardships related to calamities through patience and perseverance. Adversities are easier to bear when there is the support of family and strong faith in God which is expressed in prayers. Persistent hardwork is also key in facing adversities in life. In many cases, many people have struggled through poverty since childhood. Specifically, in the Cordilleras, the *attum* refers to the inherent patience and endurance one must bear in life. Related to this is the core value of happiness as expressed in a positive outlook in life. Despite the harsh conditions, Filipinos will weather the tribulations. *Bahala na* is associated with the value of faith and resiliency or it can be related to fatalism.
3. Traits and qualities can be classified according to those pertaining to the individual and those pertaining to the community. As an individual, resilience means being open-minded and flexible; exerting honest efforts, thriftiness & frugality related to preparing for the rainy days ahead. Resilience can be practiced in a group such as the family and community. This where *bayanihan* takes shape and the attitude of giving the best to your neighbor is upheld.

N. THE VALUE OF BASIC NEEDS

1. Basic needs include food, clothing and shelter; some also consider medicine as a basic need.
2. A house or a shelter is regarded as a space that caters to the physical, mental and emotional senses: it is a place for things seen and felt, it is where you feel secure, it is a repository of memories, and it is where the family grows together.
3. Being able to feed oneself and build his own house gives him a sense of fulfillment.
4. Simple living is having food to eat, clothes to wear, and a place to live.
5. *Attum* is a traditional value by the Kalinga which means that everything should be consumed in moderation.
6. Basic needs should be able to sustain life and provide security.
7. Good practices in the Cordillera enabled them to have food security and reduce the disparity between the rich and the poor.

O. VALUE OF LIFE

1. The value of LIFE was described by 6 FGD groups: Ivatans of Batanes; the Urban sector in Tarlac, PWDs done in the NCR, and two groups of artists done in NCR.
2. The statements on values on LIFE are classified according to (a) meanings of life; (b) what constitutes a “good and fulfilled” life for them; and (c) challenges to life and its meanings.
3. LIFE for these sectors are identified with or correlate to life as given by God, to something beyond *paghinga* or breathing, to both literal life and quality of life. Life’s meaning is sourced from one’s family and its meaning is more realized during hard times.
4. Life is considered “good” or “fulfilling/ fulfilled” when it is lived with a purpose or direction; when it is able to touch lives and provide for a family, thus causing security and financial stability. Life takes on meaning when one manages to develop good relationships with people and is able to leave a mark with the community one lives in. Another indicator of the “good and fulfilled life” is when one achieves Maslow’s hierarchy of needs and one feels a sense of contentment at the end of all these achievements.
5. For the Ivatan community, the IVATAN LIFE is a selfless life, one that is devoted to service to family and community. For PWDs, life is seen as a holistic reality, with special emphasis on the right to a good and egalitarian life. The artists groups concur with most of the value concepts above with special emphasis on respect for human rights as a major condition for a life lived well and right.
6. Meanings to life are compromised when there is loss of meaning which may lead to depression and suicide or when structures are imposed on people resulting in loss of quality of life due to mechanical and routinary character of living. Ultimately, the value of life is lost when lives are lost due to unconscionable killings.

P. VALUE OF HONESTY AND INTEGRITY

1. The values of honesty, *katapatan*, and integrity are intrinsically linked, ingrained in the self, and reciprocated to the *kapwa*. These values are often qualifiers in defining “good” or socially-acceptable behavior in “model” citizens and public servants.
2. The Ivatan’s version of honesty as a form of social currency is visualized in the concept of the “Honesty Store”. Ivatan honesty extends to goodwill to neighbors and strangers alike, transforming socioeconomic transactions (survival) to acts of fairness (sociability).
3. *Pagiging tapat* is translated as being true to the self in terms of identity and way of life.
4. A public servant’s measure of *katapatan* and integrity will inform the quality of his decision- and policy-making.
5. For the Creatives sector, *Katapatan* as a value pertains to honesty, goodness, sincerity, equality and reciprocity, which can be applied in a multitude of situations, such as at a personal level (love and faithfulness to a partner) or a social level (such as being honest in government service).

Q. THE VALUE OF ACCEPTANCE

1. The value of acceptance is articulated as the unconditional acceptance of diversity of the human being, as related to the self and society. Acceptance includes tolerance, open-mindedness, and inclusivity. To be accepted means *to be known* wholly.
2. Being accepted relates to a kind of freedom (i.e. free from stereotyping, ignorant value-judgments, discrimination, anger, etc.)
3. The value of acceptance is especially emphasized by the LGBT sector. Regarding the topic of gender spectrum, it is interesting to note that for the Ivatans, there is no direct translation for “gay.” The Ivatans use the word *vadiong*, which means a thing that has transformed.

R. HUMOR & HAPPINESS

1. The values of happiness and humor were mentioned by three (3) FGD groups: Youth of NCR, Creatives2 and with a Muslim group done in Cotobato.
2. Common values related to HAPPINESS surfaced: Happiness means having a purpose and a choice in life; as having inner balance and depth through reflection. Happiness is experienced as a product of achievements, including bringing joy to loved ones and communities.
3. According to the youth, happiness is reached by being positive in life, through a meeting of minds and taking life lightly.
4. Artists said that they felt happiness and fulfillment if they create art and if they constantly do so. Their experience of happiness is reflected in their art.
5. Happiness is not just about gratification of superficial pleasures.
6. Happiness can be sustained if a consistent, positive outlook in life is maintained.
7. The phenomenon and value of HUMOR is both a factor and a cause for HAPPINESS. Humor reinforces the character of resilience especially during hard times. If life is lived with humor, one achieves more.
8. The artists group warns against shallow or low-taste humor especially in media. Art is not supposed to entertain people with a low kind of humor.

S. LOVE FOR NATION

1. The value on LOVE FOR NATION was described by 3 FGD groups: two artists from NCR and Luzon, and the military group in Zamboanga.
2. The artists groups' notions and understanding of LOVE FOR NATION focused on compassion or *pagmamahal sa kapwa* and *bayan*, which was described as caring for the nation and sacrificing one's needs in the service of the country. LOVE FOR NATION was meant as an extension of onself and included both being "good leaders" and " good followers."
3. For the military group, love of nation was articulated in the form of patriotism, which meant for them protecting and dying for the country. This value included having pride of being a Filipino, which includes respecting the flag. They stressed that these values must be taught first and foremost at home.
4. There are factors that cause the weakening for LOVE FOR NATION, considered as alarming challenges and issues. Love of nation becomes frail when regionalistic values become prominent caused by our colonial history, the archipelagic nature of the country, a Manila-centered governance, and the use of one language as the official national language to the prejudice of other national languages. The practice of "*kanya-kanya*", nepotism, the *padrino* system, and political dynasties ultimately corrodes the values related to LOVE FOR NATION. There is a need to determine and strengthen values on national identity through LOVE FOR NATION, since in many cases, Filipinos are found to be embarrassed with their being Filipino while in the country.

II. SECTORAL VALUES

T. ANCESTRAL DOMAIN AND IKSP (INDIGENOUS PEOPLES)

1. This is a sectoral value that is distinctly expressed by indigenous peoples. Responses came from four FGD groups all belonging to indigenous peoples: Batanes, Cordillera, Iloilo and Bukidnon.
2. Ancestral Domain and IKSPs are interconnected concepts that are found in the worldview of IPs. This relates to the core value of the environment, community and to the bigger value of life. "Land gives life."
3. The indigenous peoples have meticulously articulated the core concepts related to the ancestral domain. Every IP group has a name for it; occupies a high level in the hierarchy of values; defines the resources of the community; and is connected with the indigenous knowledge systems and practices of the IP community. The rights of the indigenous peoples emanate from the ancestral domain. It also defines the territories & boundaries of traditional governance. The ancestral domain existed before government was even established.
4. Ancestral Domain forms the basis for indigenous identity. Through the domain, once is able to trace their roots (genealogy) and history. This becomes the basis for recognition as also stipulated in the IPRA. As a source of identity, values and its related practices emanate from the ancestral domain.
5. Ownership also was lengthily discussed. Common answers from the FGD support the idea that it is communal, inherited by the community from past generations (as traced in genealogies). As mentioned by an elder from the Cordillera, "We own these lands since time immemorial."
6. Two major issues and threats to ancestral domain were identified. One major issue is the destruction of the environment and hence the ancestral domain due to illegal

activities such as illegal logging. Related to this is the issue of local government units not fully complying with the IPRA.

7. Some of the proposed solutions to the problems of ancestral domain are: protection and proper use of natural resources using traditional systems. Self-governance is another identified solution. Aside from these, IPs acknowledge the need to comply with IPRA such as the use of Free Prior Informed Consent (FPIC) for any resource application pertaining to the domain and the implementation of Ancestral Domain Sustainable Protection Plan (ADSPP) of IPs with Certificate of Ancestral Domain Title (CADT). Assistance from the government is still an identified strategy along with maintenance of peace in a community.
8. IPs value their Indigenous Knowledge Systems and Practices (IKSP). It is a core value since the rights related to self-determination are embedded in the continued practice of IKSP. The concept is holistic and covers all areas of IP life namely: traditional way of life, arts & crafts; religion, beliefs & values system; language; kinship; ethnohistory & ethnobotany; cosmology.
9. IKSPs are important because it is a source of identity and values for the IPs. It can also provide solutions to problems such as climate change.
10. IPs are concerned over the decline of some of the practices especially among the younger generation due to the influence of modern technology. The IPs of Iloilo mentioned how government policies destroy IP character including the influence of Western religion on traditional practices. The same group mentioned the experience of discrimination from non-IP groups due to the latter's ignorance of customs and traditions and non-acceptance of their physical features.
11. Safeguarding and preservation of IKSP is of utmost importance. IPs suggested documentation and research; partnerships with government for inclusion and advocacy. Teaching and passing on IKSPs to the younger generation were also mentioned. This involves acknowledging cultural masters; the active participation of the home and the IP community and even the integration of IKSPs in the formal education (IPED) and use of mother tongue in mainstream education.
12. Common threat to ancestral domain and IKSP is a growing concern over peoples' (especially the young) detachment from their environment.

U. VALUE OF EXCELLENCE AND PERFECTION (CREATIVES)

1. Creatives refer to artists, craftsmen, scientists, inventors and cultural workers.
2. Creatives have identified values specific to their sector namely: excellence & perfection; passion; inspiration & sacrifice.
3. Excellence & perfection pertains to the quality of output. Scientists particularly aim for accuracy. Artists use this value to challenge and compete with themselves.
4. Passion refers to the drive, the heart to create something. It involves problem-solving and analysis especially for the scientist-inventor. Creatives also mentioned their role to inspire and bring out passion in society.
5. Creatives rely on inspiration, which may come from the self (heart and mind), environment, culture. Necessity may also be a source (as mother of invention). Inspiration is rooted in the artist's experience.
6. Creating something demands sacrifice such as time and resources. Artists particularly raised concern over foregoing basic needs and setting aside economic security for the sake of their art. Sometimes the work involved demands them to set aside other values

such as family. People around them think of their work as something temporary; family and friends sometimes regard their work as just as a hobby or a fleeting interest. This has something to do with economic security with the common notion that doing art in the Philippines does not ensure a steady income unlike when one is employed in a regular, office-type job.

7. Creatives expressed the importance of the input, process and the output stages in creating. Input refers to the sources of inspiration for the creatives. Process includes the working environment. For example the laboratory is an important working space for the scientist. The output refers to either the invention, artwork or the cultural product. A scientist sees the product as something objective. For artists it is a reflection of themselves. For some artists, the product may not

necessarily reflect them and even sometimes reflect the opposite of what they really feel. It was mentioned that a higher level of output involves an integration of both science and art.

V. VALUE OF EQUALITY (PWD)

For the PWDs sector, the value of equality is articulated in two dimensions: first, as a right to have equal access to educational and socioeconomic opportunities, as well as social and legal services; second, in the larger and more philosophical sense, that society perceive the wholeness of the PWD, which is to say, that society should not define the personhood of the PWD through their disabilities or disorders.

W. THE VALUE OF RESPONSIBLE MEDIA (CREATIVES)

1. Media today constantly feeds people with negativity that instills poor mental and moral qualities.
2. Media has the power to manipulate a person's behavior and way of thinking.
3. Responsible media has the potential to promote the greater value of media as an art and the power to inculcate Filipino values.

X. VALUE OF HONOR, DISCIPLINE, PATRIOTISM (MILITARY)

1. This value was articulated by the Military. The soldier's role is to protect and die for the country and for the Filipino. Thus it is very important that TRUST be built as a foundation for every soldier. Trust can be expressed among each other in the military or through the public trust to soldiers.
2. Discipline refers to the code, set of rules of the military institution that should be kept in high standard.
3. Patriotism is a value that should start at home with parents instilling this value to their children. Having pride as a Filipino and respecting the flag are some ways to express one's love for the country.
4. Lastly, respect towards culture, gender and the military hierarchy must be maintained as part of the honor code of the military personnel

Y. VALUE OF ACCEPTANCE (LGBTQIAA+)

The LGBTQIAA+ community places the value of *unconditional* acceptance at the core of their value system. From this core, all other values espoused within the system acquires an element of indubitability—which is to say, there is no doubt that the LGBTQIAA+ will no longer have to assert their rights and privileges, fight for recognition, and make

concentrated efforts to be accepted. The rights and privileges, ***from the start***, are (or should already be) intrinsically linked to their person.

As a unique and effective strategy to disseminate these identified values across the entire country as a mode of raising the consciousness of the general populace about their importance in bolstering identity, pride of place, and integrity, towards the long-term development of a high-trust society, the NCCA for the first time in its history will invest resources in the production of a Television Teleserye that will portray these aforementioned values. Tentatively entitled *NCCA FILIPINO VALUES TELESERYE*, the series will capture and promote these values in human stories from real life and from various cultural contexts.

Disclaimer: The list of values maybe updated per advice of the research team.

B. CONCEPT.

NCCA FILIPINO VALUES TELESERYE series aims to explore and investigate shared and core Filipino cultural values through the point of view of three millennials: **Andre**, a Filipino raised in the United States, who journeys back to the Philippines to reconnect with his past and his Filipino heritage; **Dolores**, who, as she rebels against her own family's traditional/oligarchic ways, finds that there's so much she doesn't know about the richness and diversity of the Filipino culture; and **Fatima**, a Lumad, who struggles to maintain and preserve her culture and traditions in war-torn Mindanao.

The series is aimed to air for three seasons with six episodes each, each season highlighting specific cultural values of Filipinos in Luzon, Visayas and Mindanao, as well as dramatizing core and shared values as they unfold in stories compelling in human and social conflicts. Each episode runs for an hour, once a week, and will develop a serialized story in six weekly installments.

This project brief explains the content of the six episodes for Season 1.

C. SEASON 1 SYNOPSIS: Ang Paglalakbay ni Andre

Andre, an 18-year old Filipino-American, estranged from both his biological family and Filipino heritage, goes on a journey back to the Philippines upon learning of his father's death. In this journey, he discovers his own personal history, and the cultural and social values that he, despite being brought up in a far away land, inherently has in his Filipino-ness.

His father was an Ifugao leader and his mother hailed from Pampanga. They decided to separate when Andre and his younger brother were still very young, with his mother bringing him to the United States where she found work and an American as a new partner in life. His father with his younger brother in tow back to Ifugao province lived all his life staying loyal to his hearth and culture.

Before Andre turns twenty, his mother dies and some years after, he receives news that his Ifugao father passes away. To fulfill a promise to his mother that he would someday return to the Philippines to get to know his dad, his American father prods him to go back to the Philippines also to bring part of the ashes of his mother in an urn.

He meets his younger brother Jay and encounters the way of life in the mountains and terraces of Ifugao province. As an eldest child, he is the rightful heir to this legacy, a fact which his younger brother resents. As he encounters the customs and way of life of his maternal ancestors he is brought to dramatic conflict with the personal wishes and values of his brother who presses him to sell the terraces so that he could begin a new lease on life.

He continues on to Pampanga and meets the clan of his mother, and realizes that all her life his mother has been supporting her side of the family, a fact which unravels another set of socio-cultural values found in Catholic communities. He arrives in Angeles in the midst of Holy Week, meets a free spirit of a girl, an artist, also in the process of searching for her identity in life. As they navigate the eccentricities of Pampango culture and ways of life, they are slowly led to appreciate the ways of their parents.

Dolores brings Andre to the artistic hotspots in Rizal and Laguna where he finds parallel stories of young adults in the cultural communities in Angono and Los Baños. They become attracted to each other as they appreciate the cultures of youth creativity and artistry broken only by emotional visits of Jay pursuing his obstinate drive to press Andre to give up their ancestral lands.

They all end up in the home of Andre's grandmother in the shanty communities in Manila, where Jay is thrown directly in the current crisis of our times: drugs, EJKs, poverty, and incessant daily struggle for survival. Witness to a buy-bust operation, Andre decides to end his vacation and fly back to the US. Before his flight, he decides to form a long-distance relationship with Dolores, and give up part of his inheritance to Jay while retaining some of it to preserve his Ifugao heritage. He goes back to the USA, more aware, inspired, strengthened with his discovery of Filipino values, but uncertain of his future as an adult in search of his true self in a foreign clime.

OVER-ALL SEASON VALUE: DISCOVERING ROOTS OF PHILIPPINE CULTURE AND VALUES

EPISODE 1. Values of Family, God, Livelihood, and Life.

The episode opens with Andre in America receiving a phone call from Jay his brother in Ifugao that Jojo their biological father has passed away. Jay asks Andre to come home to Ifugao to bury their father. At first, Andre hesitates. He is prodded to go home by his foster father Cole, even if he doesn't know Jojo, he is still Andre's father, it's his obligation to fulfill. Cole convinces him that part of his obligation is to bring back some of the ashes of his mother to her relatives in Pampanga.

We see Jay in Ifugao right after his call surrounded by members of the family in the wake. In Ifugao culture, the eldest receives the terraces as heirloom. Jay complains that this is not fair. Where was Andre all this time? He leaves in a huff. The community continues its rituals in the wake, and a mumbaki (native priest) explains to everyone the tradition of inheritance.

Andre decides to go home. He tells himself it would just be for the funeral, for a brief visit. And besides, he might be able to get some footage there for his college application. The episode closes with the arrival of Andre in the home of his maternal grandmother, Loleng with the usual balikbayan fanfare and flurry.

EPISODE 2. Values of Family, God, Heritage, and the Other in the Indigenous Peoples of the Cordilleras.

Andre arrives in Ifugao at a time of a local festival. Jay introduces himself to him and they embrace each other fondly yet awkwardly. He is introduced to his uncles and aunts who explain what is happening in the town. They arrive at his father's home where the final traditional Ifugao burial for his father begins. Official visitors stream in to pay homage to his father who he learns had become a much respected elder/ leader. Andre begins to gain an appreciation for his roots and his heritage.

After the funeral, Andre decides to stay for a few more days. Here, he reconstructs his past, investigates the reasons for his separation with his father and brother. Jay takes this chance to reveal his resentments and sense of injustice all these years. During his last

evening in Ifugao, a drunk Jay confronts him, first calmly, then intensely. The relatives look on, in an attempt to prevent violence to erupt. Jay stresses that he needs the terraces to begin a future somewhere since Andre has no need of them. Andre decides to give a portion of the terraces to Jay, and the rest to the family. From this confrontation and temporary reconciliation, Andre reconnects and forms a deeper bond with his brother and the Ifugao community.

EPISODE 3. Values of Family, God, Heritage, Work, Resilience and the Other in the Christianized Communities of Central Luzon.

Partly to reconstruct his past, and partly also to know about his mother, Andre goes to Pampanga on a holy week to bring his mother's ashes. Here, he witnesses the OFW mentality of the Filipino as he meets with his uncles and second cousins, missing the women of his mother's family because they are all abroad working.

He gets to stay with an uncle, Tito Robby who is the "director" of a Kalbaryo which Robby is mounting in his barangay. He witnesses barangay squabbles over mobilization and play preparation, revealing local political culture. Andre's relatives pay tribute to the love, generosity, and connectedness of Isabel to them. Other aunts/relatives arrive and bring Andre to other houses of more well-to-do relatives in San Fernando and Angeles to experience the Fiesta/Holy Week celebrations. He is stupefied by the exuberance of wealth and heritage.

Here, Andre also meets one of his relatives' guests, Dolores, a spunky free-spirited, intelligent, but also very troubled artist, for whom he quickly develops an attraction.

On Good Friday, the brothers and Dolores are forced to witness the Senakulo/Kalbaryo/Penetensiya, the pamamanata of their uncles, the once a year purging of their iniquities, the yearly promise to be better men of their families and not like the parasites that they actually are. At the end of the pageant, Andre signs the documents brought by Jay.

EPISODE 4. Values of Creativity, the Other, Education and Acceptance in the Artistic Communities of Luzon.

Andre follows Dolores to explore the arts community of Makiling, Antipolo and Laguna. They witness the vibrancy and contradictions in these arts communities, and gets to know youths their age, many of them budding artists, still finding themselves in conflicted situations to assert their personal dreams. Andre and Dolores become closer to each other as a love relationship unfolds.

EPISODE 5. Values of Humor, Integrity, Kapwa, Resilience, Livelihood, Honesty, and Governance.

Andre visits his Lola Andeng in Manila, his last stop before going back to the US. In contrast to the other places and other people he met, Lola Andeng is cynical and bitter and Manila and Lola Andeng's community filled with resentment due to poverty, the EJK, the traffic, etc. Andre is literally drowned in the bowels of urban life.

EPISODE 6. Values of Life, Heritage, the Other, and Love of Nation.

Andre prepares to go home. He spends this time roaming the streets of Manila, finishing up shooting footage for his video application, and spending time with Dolores. He finally finishes his video essay, says goodbye to his family and to Dolores, but promises to come back as soon as he can. In his last hours in the Philippines, a stream of memories flash through his mind, and realizes what he has lost in a foreign country. He has started to love.

I hereby certify to comply and deliver all the above Technical Specifications.

Conforme:

Name of Company (in print)

Name and Signature of Company Authorized Representative

Date:

Section VIII. Bidding Forms

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PAMBANSANG KOMISYON PARA SA KULTURA AT MGA SINING

633 General Luna Street, Intramuros 1002 Manila

tel. 527-2192 to 98 / fax 527-2191 & 94 / e-mail: bids@ncca.gov.ph.

**OFFICIAL BID FORM
FINANCIAL**

Date: _____

Invitation to Bid No: _____

To: NATIONAL COMMISSION FOR CULTURE AND THE ARTS
633 Gen. Luna St. NCCA Building, Intramuros, Metro Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver and perform the **PRODUCTION SERVICES FOR FILIPINO VALUES TELESERYE** in conformity with the said Bidding Documents for the sum of Total Bid Price:

BID PRICE for the offer **PROCUREMENT OF PRODUCTION SERVICES FOR FILIPINO VALUES TELESERYE** (inclusive of all applicable taxes/charges):

ITEMS	NO.OF UNITS	UNIT PRICE

TOTAL BID for offer **PRODUCTION SERVICES FOR FILIPINO VALUES TELESERYE** (inclusive of all taxes/charges):

₱ _____

(Amount in words)

We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements; and to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **"Procurement of Production Services for Filipino Values Teleserye"** of the **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**. [for partnerships, corporations,

cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **"Procurement of Production Services for Filipino Values Teleserye"** of the **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**.

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

Dated this _____ day of _____, 2018.

Authorized Representative: _____
(Signature Over Printed Name)

In the capacity of: _____

Duly Authorized to Sign Bid for and on behalf of:

Name of the Company: _____

Address: _____

Tel. /Fax No(s): _____

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION **Invitation to Bid:** *[Insert Reference number]*

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

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

a. Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

Name of Contract/Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
 (Printed Name and Signature)

Designation : _____
 Date : _____

b. Statement of Single Largest Completed Contract (SLCC) is similar in nature

Business Name : _____
Business Address : _____

Name of Contract/Project Cost	a. Owner’s Name b. Address c. Telephone Nos.	Nature of Work	Bidder’s Role		a. Amount at Award b. Amount at completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: This statement shall be supported with:

- 1. Contract
- 2. Certificate of Completion
- 3. Certificate of Acceptance

Submitted by : _____
(Printed Name and Signature)

Designation : _____
Date : _____

FINANCIAL ASPECT (all amounts in Philippine Peso)

Name of Bidder :

Business Address :

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = PhP _____

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least equal to ten percent (10%) of the ABC of the project to be bid. (If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.)

Name of bank: _____ Amount: PhP _____

Submitted by:

Name and Signature of Authorized Representative

Position

Date : _____

Note:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements

Checklist of Documents

ENVELOPE NO. 1 - FIRST COMPONENT (ELIGIBILITY AND TECHNICAL COMPONENT)	
(a) ELIGIBILITY DOCUMENTS under ITB Clause 12.1	
CLASS “A” DOCUMENTS	
<p>(i) PhilGEPS Certificate of Registration and Membership (Platinum) in accordance with Section 8.5.2 of the 2016 IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.</p> <p>In case of non-availability of PhilGEPS Certificate of Registration and Membership (Platinum), the bidders are allowed to submit eligibility requirements under Section 23.1 of the 2016 Revised IRR of RA 9184 such as follows:</p> <p>b) Class “A” Documents- Legal/Financial Documents:</p> <p>a.1. SEC/DTI Certificate of Registration</p> <p>a.2. Valid Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located for CY 2018; and</p> <p>a.3. Valid Tax Clearance per Executive Order No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue.</p> <p>a.4. Audited Financial Statement for CY 2016 or CY2017</p>	[]
<p>(ii)(a). The statement of all ongoing government and private contracts shall include all such contracts prior to the deadline for the submission and receipt of bids, including contracts awarded but not yet started, if any and (See attached form a. Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started)</p> <p>(ii)(b). Statement of bidder’s Single Largest Completed Contract (SLCC), within three (3) years prior to the deadline for the submission and receipt of bids, similar to the contract to be bid, except under conditions provided for in Sec. 23.4.1.3 and 23.4.2.4 of the 2016 IRR, RA 9184. (See attached form b. Statement of Single Largest Completed Contract (SLCC) is similar in nature):</p> <p>The two statements required shall indicate for each contract the following:</p> <p style="padding-left: 40px;">(ii.1) name of the contract;</p> <p style="padding-left: 40px;">(ii.2) date of the contract;</p> <p style="padding-left: 40px;">(ii.3) contract duration;</p> <p style="padding-left: 40px;">(ii.4) owner’s name and address;</p> <p style="padding-left: 40px;">(ii.5) kinds of Goods;</p> <p style="padding-left: 40px;">(ii.6) For Statement of Ongoing Contracts - amount</p>	[]

<p>of contract and value of outstanding contracts;</p> <p>(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;</p> <p>(ii.8) date of delivery; and</p> <p>(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p>	
<p>(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.</p>	[]
<p>Class "B" Documents</p> <p>(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.</p>	[]
<p>(b) TECHNICAL DOCUMENTS under ITB Clause No. 12.1</p>	
<p>(b.i) BID SECURITY (Please see <u>Section III-Bid Data Sheet, ITB Clause 18.1</u>)</p>	[]
<p>(b.ii) TECHNICAL PROPOSAL (Conformity with technical specifications, as enumerated and specified in Section VII and Section VIII of the Bidding Documents)</p>	[]
<p>(b.iii) OMNIBUS SWORN STATEMENT (Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.)</p>	[]
<p>ENVELOPE NO. 2 - SECOND COMPONENT (FINANCIAL COMPONENT)</p>	
<p>OFFICIAL BID FORM- Financial Proposal with supplier's undertaking and detailed cost breakdown.</p>	[]

SUPPORTING DOCUMENTS AND INSTRUCTIONS

All information/data submitted by the Bidder are to be used by the NCCA in determining, according to its judgment and discretion, the eligibility and qualification of prospective bidders. In view thereof, interested bidders are encouraged to communicate with NCCA for any clarification or interpretations on the statement of qualification documents as request for reconsideration will not be entertained on any erroneous interpretations or conclusions made by the Bidder. An interested Bidder submitting its qualifications as prospective Bidder for review and consideration waives any claim against any decision thereon. The signing by the Bidder or his duly authorized representative of the Statement of Acknowledgement and compliance admits the truth and correctness of all statements made thereon; otherwise, the Bidder shall be liable for perjury as provided in the Revised Penal Code.

