

PHILIPPINE BIDDING DOCUMENTS

HIRING OF CONTENT PROVIDER FOR CONTENT DEVELOPMENT OF IFEX CONNECT

Government of the Republic of the
Philippines

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR HIRING OF CONTENT PROVIDER FOR CONTENT DEVELOPMENT OF IFEX CONNECT

1. The Center for International Trade Expositions and Missions (CITEM), through the IP CORPCOMM TIER 1 FY 2024 intends to apply the sum of One Million Five Hundred Thousand Pesos (Php1,500,000.00), being the ABC to payments under the contract for *Hiring of Content Provider for Content Development of IFEX Connect*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Center for International Trade Expositions and Missions (CITEM) now invites bids for the above Procurement Project. Delivery of the Goods is required to start one month after the signing of the Notice to Proceed. Full performance of the obligation by the Digital Content Provider shall be completed upon completion of the ten (10)-month contract. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.


Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.



4. Prospective Bidders may obtain further information from Center for International Trade Expositions and Missions (CITEM) and inspect the Bidding Documents at the address given below during *Mondays to Fridays, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **20 June 2024** from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Two Thousand Pesos (Php2,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means. Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*

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

6. The Center for International Trade Expositions and Missions (CITEM) will hold a **Pre-Bid Conference on 02 July 2024, 02:00PM** which shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:

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

 854 954 7139

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **16 July 2024, 02:00PM**. **Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening shall be on 16 July 2024, 02:00PM via Zoom.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139
10. Bidders may access the prescribed forms and sample formats in this link:
<https://tinyurl.com/4faun7vd>
11. The *Center for International Trade Expositions and Missions (CITEM)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CITEM-BAC Secretariat

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

13. You may visit the following websites:

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

20 June 2024



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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Center for International Trade Expositions and Missions (CITEM), wishes to receive Bids for the Hiring of Content Provider for Content Development of IFEX Connect with identification number 2024-0107.

The Procurement Project (referred to herein as “Project”) is composed of *one lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for funding year FY 2024 in the amount of One Million and Five Hundred Thousand Pesos (Php1,500,000.00).

2.2. The source of funding is GOCC, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time **via Zoom** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until valid until **120 calendar days upon opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Content Production or Multimedia Curation b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10	Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following: <ul style="list-style-type: none"> i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary; ii. The relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, and; iii. Definition or description of the similar project or major categories of work. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following: <ul style="list-style-type: none"> i. Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and ii. Kinds of Goods and dates of delivery.
12	The price of the Goods shall be quoted DDP <i>Center for International Trade Expositions and Mission, Golden Shell Pavilion, Roxas Boulevard cor. 1300 Sen. Gil J. Puyat Ave, Pasay, 1300 Metro Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P30,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P75,000.00, if bid security is in Surety Bond.
19.3	<i>Item is being bid out as Single Lot</i>
20.1	<i>No further instructions</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to the <i>Center for International Trade Expositions which is located at Golden Shell Pavilion, Roxas Boulevard cor. Sen. Gil Puyat Avenue, Pasay City, Philippines</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Pia Lorraine Dalmazo, Information Officer IV, CCSD</i>.</p> <p>Incidental Services</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Transportation</p> <p>Where the Content Provider is required to conduct on-site training in the office of the Center for International Trade Expositions and Missions at Golden Shell Pavilion cor. Sen. Gil Puyat Ave., Pasay City, Philippines, such training shall be arranged by the Content Provider, and related costs thereto shall be included in the Contract Price.</p> <p>Intellectual Property Rights</p> <p>The Digital Content Provider shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, and/or copyright arising from the use of the content material provided by the former, or any part thereof.</p> <p>Plagiarism</p> <p>The Digital Content Provider shall not commit, by any means, plagiarism or any form thereof, which includes, but is not limited to, stealing and passing off as one’s own the idea or words of another in the performance of its obligation as stipulated herein. If the Digital Content Provider is found to have violated this provision, the former shall be dealt with in accordance with the applicable laws and shall not impute any liability on the part of the Procuring Entity.</p>

Use of Artificial Intelligence and Similar Forms of Technology

The Digital Content Provider shall not, in any manner, utilize artificial intelligence or AI-powered technologies, such as, but not limited to, Chat GPT, Open AI, Github Copilot, Open AI Playground, Vertex AI, and the like, in developing any content material relative to the contract.

Neither shall the Digital Content Provider use the aforementioned technology in developing content material and subsequently reword, rephrase, or restructure the same so as to avoid the very act proscribed in the preceding item. Any analogous acts committed by the content provider in violation of this item and that of the preceding one shall merit corresponding penalties as may be determined by the Procuring Entity.

2 The payment terms should be as follows:

Output/Milestone	Payment
After submission of the following deliverables: <ul style="list-style-type: none"> • 1 concept plan (with Editorial team) • 1 Multimedia content plan, • 1 month worth of content or a minimum of 10 pieces of articles 	20% of the Total Contract Price (TCP)
After completion of 4-month worth of Content from the weekly production schedule <ul style="list-style-type: none"> • minimum of 40 pieces of articles and 9 newsletter features 	40% of TCP
After completion of all content deliverables (remaining 4-month worth of content) or a total of 90 pieces of content, 18 newsletter features, and submission of final report.	40% of TCP
Total	100%

Failure to Meet the Target Requirements

CITEM reserves the right to withhold the payment, penalize, or deduct from the contract price should performance by the contracted Digital Content Team Provider be deemed unsatisfactory, or if violations are incurred such as delay in delivery, poor quality of service, incomplete work/output, or non-compliance to the agreed project direction, among others.

4 The inspections and tests that will be conducted are: *completion report and turnover of content uploaded via a cloud based drive.*

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter the lead time within which the Digital Content Provider shall complete the performance of the obligation.

Item No.	Item	Specifications	Total	Delivered, Weeks / Months
1	Conceptualization	Pitch concepts, editorial team, and developmental plan for IFEXCONNECT	1 concept deck for the entire duration of the Project	Month 1
2	Content Plan Generation	Submit a multimedia content plan based on the agreed direction and concept.	1 multimedia content plan for the entire duration of the Project	Month 1
3	Content creation and Publishing	Commence submission of weekly churn of 2 to 3 content pieces per week with a minimum of 10 content pieces per month to be uploaded in IFEXCONNECT and 2 newsletter features per month	90 content pieces for (10 per month x 9 months) Social media counterpart for 90 content pieces 18 newsletters (2 newsletters/month x 9 months)	Month 2 to Month 10

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

**Name of Company/Bidder
 Representative**
 Date

 (Signature Over Printed Name)
Bidder/Authorized

Section VII. Technical Specifications

BACKGROUND

The Center for International Trade Expositions and Missions (CITEM) is committed to developing, nurturing, and promoting globally competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities.

For three decades, CITEM has established the country's image as the premier destination for quality export products and services. It continues to set the highest standards of creativity, excellence, and innovation to achieve export competitiveness in the international market.

RATIONALE

As CITEM continues to develop ways to be ahead of the digital sphere and transform its services to keep up with the latest technology and trends, the agency spearheaded a counterpart digital trade platform for each of CITEM's signature events.

For the food sector, IFEXConnect is a platform for community engagement, interaction, information exchange, research insights, content production, content curation, social media integration and revenue generation. Through this website, CITEM will feature stories about Philippine ingredients, flavors, processes and techniques, recipes, heritage, culinary talents, and regional specialties. To date, IFEX Connect is gaining authority as a go-to platform for Philippine food and ingredients.

As an online tool, it is imperative for the platform to be updated with fresh relevant and relatable content. By hiring a content developer solely dedicated in producing multimedia content for IFEXConnect we are tapping into the professional resources, media connections, out-of-the-box ideas, and archive of materials only a reputable content and publishing expert can provide.

OBJECTIVES

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

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

ITEM / SERVICE	TECHNICAL SPECIFICATIONS / SCOPE OF WORK	STATEMENT OF COMPLIANCE
I. SUBMIT CONCEPT AND CONTENT PLAN	<ul style="list-style-type: none"> • Pitch a content flow/development plan that outlines the content execution and promotion of IFEX CONNECT. • Submit a comprehensive multimedia content plan following CITEM event calendar and/or exhibitor lineup. 	
II. PRODUCE CONTENT	<ul style="list-style-type: none"> • Produce, develop, and edit ten (10) new content pieces each month with a weekly churn of two to three content pieces per week for nine months or 90 pieces of content for the duration of the contract (format includes but not limited to articles and videos). • Craft the social media counterpart of each content for posting in IFEX PHILIPPINES' social media platforms. • Create a newsletter twice a month featuring the published articles to be blasted in the IFEX PHILIPPINES database as additional distribution channel to promote IFEX CONNECT. • Real-time coverage of related events whether physical or digital events such as but not limited to exclusive launch of exhibitors, IFEX related mini events, media launches, among others within the period of engagement. • Shoulder all necessary logistics and administrative expenses needed to accomplish the multimedia content deliverables at no additional cost to CITEM. 	
III. SUBMIT COMPLETION REPORT AND DATA	<ul style="list-style-type: none"> • Recommend actions and solutions in response to insights and data gathered within the period of engagement to be provided by CITEM. • Turnover all coverage reports, data, interview transcriptions, photos, videos and all other multimedia materials fathered for the purpose of this contract in a cloud drive. 	
IV. ENSURE ORIGINALITY OF CONTENT	<ul style="list-style-type: none"> • The content provider shall not, in any manner, utilize artificial intelligence or AI-powered technologies, such as, but not limited to, Chat GPT, Open AI, Github Copilot, Open AI Playground, Vertex AI, and the like, in developing any content material relative to the contract. • Neither shall the content use the aforementioned technology in developing content materials relative to the contract and subsequently reword, rephrase, or restructure the same so as to avoid the very act proscribed in the preceding item. Any analogous acts committed by the content provider in violation of this item and that of the preceding one shall merit corresponding penalties. 	

V. PROJECT DURATION	The content developer shall be contracted for a period of ten (10) months upon issuance and acceptance of Notice to Proceed (NTP) through CITEM Bids and Awards Committee (BAC).														
VI. OWNERSHIP	All creative concepts and original materials formulated and designed in conjunction with this contract shall be exclusively owned by CITEM, with full exercise of discretion and rights on future use, as well as its inclusion in CITEM's content library.														
VII. TIMELINE OF DELIVERABLES	<table border="1" data-bbox="403 607 1145 1350"> <thead> <tr> <th data-bbox="403 607 651 640">Deliverable</th> <th data-bbox="651 607 995 640">Output</th> <th data-bbox="995 607 1145 640">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="403 640 651 831">Pitch concepts, Editorial team, and developmental plan for IFEXCONNECT</td> <td data-bbox="651 640 995 831">1 Concept Deck</td> <td data-bbox="995 640 1145 831">Month 1</td> </tr> <tr> <td data-bbox="403 831 651 1021">Submit a multimedia content plan based on the agreed direction and concept.</td> <td data-bbox="651 831 995 1021">1 Multimedia Content Plan</td> <td data-bbox="995 831 1145 1021">Month 1</td> </tr> <tr> <td data-bbox="403 1021 651 1350">Commence submission a minimum of 10 content pieces per month to be uploaded in IFEXCONNECT and 2 newsletter features per month</td> <td data-bbox="651 1021 995 1350"> <ul style="list-style-type: none"> • 90 content pieces (10 per month x 9 months) • Social media counterpart for 90 content pieces • 18 newsletters (2 newsletters/month x 9 months) </td> <td data-bbox="995 1021 1145 1350">Month 2 to Month 10</td> </tr> </tbody> </table>		Deliverable	Output	Timeline	Pitch concepts, Editorial team, and developmental plan for IFEXCONNECT	1 Concept Deck	Month 1	Submit a multimedia content plan based on the agreed direction and concept.	1 Multimedia Content Plan	Month 1	Commence submission a minimum of 10 content pieces per month to be uploaded in IFEXCONNECT and 2 newsletter features per month	<ul style="list-style-type: none"> • 90 content pieces (10 per month x 9 months) • Social media counterpart for 90 content pieces • 18 newsletters (2 newsletters/month x 9 months) 	Month 2 to Month 10	
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VIII. PAYMENT TERMS	<p>FULL PAYMENT</p> <p>The total budget for the hiring of the Digital Content Provider is One Million and Five Hundred Thousand Pesos (Php 1,500,000.00) under the Annual Procurement Plan for FY 2024. The amount is inclusive of professional fee, applicable taxes, and other incidental expenses to be incurred to complete the delivery of the service, which includes but not limited to the travel expenses. The indicative payment scheme is as follows:</p> <table border="1" data-bbox="403 1686 1067 2029"> <thead> <tr> <th data-bbox="403 1686 842 1720">Output/Milestone</th> <th data-bbox="842 1686 1067 1720">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="403 1720 842 2029"> After submission of the following deliverables: <ul style="list-style-type: none"> • 1 concept plan (with Editorial team) • 1 Multimedia content plan, • 1 month worth of content or a minimum of 10 pieces of articles </td> <td data-bbox="842 1720 1067 2029">20% of the Total Contract Price (TCP)</td> </tr> </tbody> </table>		Output/Milestone	Payment	After submission of the following deliverables: <ul style="list-style-type: none"> • 1 concept plan (with Editorial team) • 1 Multimedia content plan, • 1 month worth of content or a minimum of 10 pieces of articles 	20% of the Total Contract Price (TCP)									
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	After completion of all content deliverables (remaining 4-month worth of content) or a total of 90 pieces of content, 18 newsletter features, and submission of final report.	40% of TCP								
	Total	100%								
IX. BUDGET	One Million and Five Hundred Thousand Pesos (Php1,500,000.00), inclusive of all applicable taxes.									
X.PENALTY MATRIX	<p>The content developer shall be given the corresponding payment deduction in case they are not able to deliver the minimum objectives required under the contract:</p> <table border="1"> <thead> <tr> <th>Output</th> <th>Deduction</th> </tr> </thead> <tbody> <tr> <td>Failure to submit a concept plan, Editorial team, and multimedia content plan.</td> <td>Subject to termination of contract.</td> </tr> <tr> <td>Failure to complete the minimum number of 90 content pieces and 18 newsletters per month.</td> <td>Subject to a deduction of ₱ 5,000 pesos in the total contract price for each pieces of content/newsletter that were not delivered</td> </tr> </tbody> </table>			Output	Deduction	Failure to submit a concept plan, Editorial team, and multimedia content plan.	Subject to termination of contract.	Failure to complete the minimum number of 90 content pieces and 18 newsletters per month.	Subject to a deduction of ₱ 5,000 pesos in the total contract price for each pieces of content/newsletter that were not delivered	
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XI. NON-DISCLOSURE AND CONFIDENTIAL INFORMATION	<p>It is understood that the content provider agrees on the following upon his/her submission of proposal/bid to CITEM: that there is a Non-Disclosure Agreement between CITEM and the contracted party; that all materials/content created or developed by reason of this engagement/contract will form part of CITEM's content library and will be exclusively owned by CITEM; that the content provider will ensure that no copyright infringement will be committed in the implementation of the project; and CITEM reserves the right to impose penalty if performance is unsatisfactory in the event that the work/output is incomplete, not delivered, or when the contractor failed to meet deadline/s set.</p>									

Qualitative Evaluation

Qualifications (90% passing score)
<p>Proof of expertise in the respective fields of photography, animation, video production, content writing, infographics generation, website development, and lifestyle styling and with an eye for capturing photos with high-visual impact at minimally given direction.</p> <p>Sample of digitally published works, such as websites, online platforms, books, multimedia content. + 25 Points List of clients and portfolio + 25 Points</p>
<p>Propose a Project Management Editorial Team that outlines the roles and assigned staff that will handle IFEXConnect requirements.</p> <p>Complete and concise presentation of the Editorial Team with experience and expertise in the food sector. + 30 Points</p>
<p>Has been in the line of business of content curating for more than (10) years and with a good track record with clientele.</p> <p>8-10 years of experience in the lifestyle industry + 20 Points 6-7 years of experience in the lifestyle industry + 10 Points 5 years of experience in the lifestyle industry + 5 Points</p>
Points

Qualitative Evaluation and Technical Bid

Passing Score: 90 points

Interested bidders should undergo a Qualitative Evaluation, based on the parameters below. Prospective bidders who receive a passing score of 90 points shall proceed with the financial bid. The lowest calculated and most responsive bidder shall be declared the winner of the contract.

Qualifications (90% passing score)	Document/s	Rating
<p>Proof of expertise in the respective fields of photography, animation, video production, content writing, infographics generation, website development, and lifestyle styling and with an eye for capturing photos with high-visual impact at minimally given direction.</p> <p>Sample of digitally published works, such as websites, online platforms, books, multimedia content. + 25 Points List of clients and portfolio + 25 Points</p>	Work Portfolio	
<p>Propose a Project Management Editorial Team that outlines the roles and assigned staff that will handle CITEM's requirements.</p>	Proposed Editorial Team	

Complete and concise presentation of the Editorial Team + 30 Points		
Has been in the line of business of content curating for more than (10) years and with a good track record with clientele. 8-10 years of experience in the lifestyle industry + 20 Points 6-7 years of experience in the lifestyle industry + 10 Points 5 years of experience in the lifestyle industry + 5 Points	Proposed Editorial Team	
Total		100

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

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

