



PEOPLE'S TELEVISION
PARA SA BAYAN

People's Television Network, Inc.
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 455-1326/455-4386/www.ptv.ph

Government of the Republic of the Philippines

PHILIPPINE BIDDING DOCUMENTS

(Procurement of Goods)

Installation, Testing and Commissioning of Three (3) Sets of Sixteen (16) Panel Digital Terrestrial Television (DTT) Antenna System with Complete Accessories for the Cordillera, Guimaras & Davao TV Transmitter Stations of the People's Television Network, Inc. (PTNI)

ITB No. 2020-0028

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

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



**PEOPLE'S TELEVISION
PARA SA BAYAN**

People's Television Network, Inc.
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 455-1326/455-4386/www.ptv.ph

INVITATION TO BID FOR

Installation, Testing and Commissioning of Three (3) Sets of Sixteen (16) Panel Digital Terrestrial Television (DTT) Antenna System with Complete Accessories for the Cordillera, Guimaras & Davao TV Transmitter Stations of the People's Television Network, Inc. (PTNI)

ITB No. 2020-0028

1. The ***People's Television Network, Inc. (PTNI)***, through the ***General Appropriations Act 2015*** intends to apply the sum of ***Five Million Two Hundred Thousand Pesos (Php 5,200,000.00)*** being the ABC to payments under the contract for ***Installation, Testing and Commissioning of Three (3) Sets of Sixteen (16) Panel Digital Terrestrial Television (DTT) Antenna System with Complete Accessories for the Cordillera, Guimaras & Davao TV Transmitter Stations of the People's Television Network, Inc. (PTNI)*** or ***ITB No. 2020-0028***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***People's Television Network, Inc. (PTNI)*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***thirty (30) calendar days from receipt of the Notice to Proceed (NTP)***. Bidders should have completed, within ***five (5) 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from ***People's Television Network, Inc. (PTNI)*** and inspect the Bidding Documents at the address given below during ***9:00am to 5:00pm***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***15 December 2020 to 8 January 2021*** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Ten Thousand Pesos (Php***

10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The ***People's Television Network, Inc. (PTNI)*** will hold a Pre-Bid Conference on ***22 December 2020, 10:00 am*** through video conferencing or webcasting ***via Zoom***, which shall be open to prospective bidders.

Meeting ID: 871 4182 3225
Passcode: 2020-0028

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***8 January 2021, 10:00 am***. 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 ***8 January 2021, 10:00 am*** at the given address below ***Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City*** and/or via ***Zoom***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Meeting ID: 885 6688 3310
Passcode: 2020-0028

10. *Other necessary information deemed relevant by the Procuring Entity*

PTNI's New Normal Guidelines in Procurement
To avoid transmission of covid-19, the Bids and Awards Committee will observe strict health protocols at all times and as we shift to the new normal work guidelines, we will adapt new measures on procurement activities of the network.
Purchasing of Bid Documents 1. The cashier is available every Monday and Tuesday only. 2. Personal payments and transaction will be done at the entrance gate only, bidders are encouraged to purchase through PTNI's Bank Account (Land Bank of the Philippines). Account Name: PTNI Account Number: 3212100497

Pre-Bid Conference

1. Pre-bid Conference will be done through videoconferencing.
2. All interested bidders must send through email (bacsecretariat@ptni.gov.ph) a letter of intent with the name of the company representative and his/her contact detail (mobile/telephone number and email address) to participate in the conference.
3. All interested bidders must send their clarifications and queries through email (bacsecretariat@ptni.gov.ph) which will be answered through bid bulletin to be posted in PhilGEPS and Procuring Entity's Website

Opening and Submission of Bids

1. PTNI will still require physical submission of bid tenders.
2. The bidder must submit its bid on time with proper label or sealing.
3. Bidder may have one (1) representative to attend physically during the Bid Opening whose shall enforce the following precautionary measures among themselves
 - Observe physical distancing
 - Submit a Barangay Health Emergency Response Team (BHERT) Certificate
 - Wear face mask (at least 3-ply surgical mask, preferably N95 mask) and face shield at all times
 - Submit duly accomplished Health Declaration forms and COVID-19 Negative Rapid Antigen Test (AgT) or RT-PCR test results from within the last 48-hours before the date of Opening of Bids. Bidder may also participate virtually and watch the activity through video conferencing via Zoom

1. The ***People's Television Network, Inc. (PTNI)*** 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.
2. For further information, please refer to:

BAC Secretariat

People's Television Network, Inc. (PTNI)

3rd Floor, PTNI Broadcast Complex,

Visayas Avenue, Diliman, Quezon City

bacsecretariat@ptni.gov.ph

0956-738-4512/0961-693-8333

ptni.gov.ph

3. You may visit the following websites at ptni.gov.ph/procurement/

14th December 2020

ATTY. JASON SHAHEER H. SALENDAB
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the ***Installation, Testing and Commissioning of Three (3) Sets of Sixteen (16) Panel Digital Terrestrial Television (DTT) Antenna System with Complete Accessories for the Cordillera, Guimaras & Davao TV Transmitter Stations of the People's Television Network, Inc. (PTNI)*** with identification number *ITB No. 2020-0028*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of ***Five Million Two Hundred Thousand Pesos (Php 5,200,000.00)***.

2.2. The source of funding is:

GOCC and GFIs, the proposed 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.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. 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:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible

for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City*** and/or through **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 **five (5) 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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:
 - a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **One Hundred Twenty (120) Calendar Days**. 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.

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 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Communications Tower Erection/Retrofitting, or Installation of Radio and/or TV Broadcast Antennas</i></p> <p>b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted <i>DDP Benguet, Davao and Guimaras, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.3	<i>Not Applicable</i>
20.2	<i>latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i>
21.2	<i>Not Applicable</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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>Benguet, Davao and Guimaras, Philippines</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>Benguet, Davao and Guimaras, 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>Engineering Network Division</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 10 Years (availability of its services for the installed systems)</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within Seven (7) Days (correction of defects in workmanship during the warranty period).</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the</p>

	<p>Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>No partial payment allowed.</i>
4	<p><i>For the antenna system, the tests that will be conducted are, but not limited to, the following:</i></p> <ol style="list-style-type: none"> <i>1. Visual inspection from a distance of 10 meters from the foot of each tower</i> <i>2. Reflection Measurement Parameters</i> <i>3. Voltage Standing Wave Ratio</i> <ul style="list-style-type: none"> <i>• Whole antenna system: 1.1:1 or better.</i> <i>• Individual panels, cables & power dividers: 1.05:1 to 1.1:1 or better.</i> <i>• Any measurements more than 1.1:1 shall be reported to PTNI and shall be corrected by the Winning Bidder/Installer.</i> <i>4. Return Loss</i> <ul style="list-style-type: none"> <i>• Whole antenna system: -26 dB or better across the band.</i> <i>5. Radio Frequency Intensity (RFI)</i> <ul style="list-style-type: none"> <i>• RFI testing to the signal propagation radials shall be conducted. The Winning Bidder/Installer shall submit an RFI test result of more than twenty-four (24) locations around the radial points with reference to the antenna site.</i>

TECHNICAL SPECIFICATIONS & REQUIREMENTS (TSR)

Installation, Testing and Commissioning of Three (3) Sets of Sixteen (16) Panel Digital Terrestrial Television (DTT) Antenna System with Complete Accessories for the Cordillera, Guimaras & Davao TV Transmitter Stations of the People's Television Network, Inc. (PTNI)

This project shall also be known as the
PTV Cordillera, Guimaras & Davao DTT Antenna Installation Project.

1.0 GENERAL REQUIREMENTS

1.1 Project Site

- 1.1.1 PTV Cordillera Transmitter Station, Sitio Guisset, Mt. Sto. Tomas, Tuba, Benguet
- 1.1.2 PTV Guimaras Transmitter Station, Brgy. San Miguel, Jordan, Guimaras
- 1.1.3 PTV Davao Transmitter Station, Shrine Hills, Matina, Davao City
- 1.1.4 The Procuring Entity's representative at the Project Site is the Provincial Network Division.

1.2 Completion Period

The project shall be completed within thirty (30) calendar days from receipt of the Notice to Proceed (NTP).

1.3 Price Inclusions

- 1.3.1 Cost of initial inspection & testing
- 1.3.2 Cost of hauling to site (for PTV Cordillera site)
- 1.3.3 Cost of dismantling (for PTV Davao site)
- 1.3.4 Cost of installation services, installation materials and warranties on workmanship
- 1.3.5 Cost of testing and commissioning
- 1.3.6 Cost of engineering plans and drawings
- 1.3.7 Cost of acceptance & final inspection
- 1.3.8 Taxes and duties
- 1.3.9 All other costs related to the requirements of this project
- 1.3.10 Prices shall be quoted DDP Benguet, Guimaras, and Davao City respectively

2.0 SUPPLIER ELIGIBILITY REQUIREMENTS

2.1 Government Permits & Clearances

- 2.1.1 All legal documents in accordance with Republic Act No. 9184 and its 2016 Implementing Rules and Regulations consistent with this project shall be submitted.

2.2 Track and Technical Records of the Bidder

NOTE: All of the items below are to be included in the Bid Documents that will be submitted. Non-submission of any of the items will be a cause for disqualification.

- 2.2.1 The bidder must be a broadcast antenna installer and must show proof of its experience & performance.
- 2.2.2 The bidder must show a certification that its company has been in the business of broadcast antenna installation for a minimum of five (5) years.
- 2.2.3 Similar contracts for this project shall refer to Communications Tower Erection/Retrofitting, or Installation of Radio and/or TV Broadcast Antennas.
- 2.2.4 Foreign bidders must submit a certification showing that they have engaged or partnered with a local company in the Philippines and is capable of a 24/7, 365 days a year equipment repair and maintenance support.
- 2.2.5 The Certifications above must show the description and address of the bidder's Repair and/or Maintenance Center and Facility.
- 2.2.6 The Procuring Entity holds the right to conduct survey/inspection on the bidder's Repair and/or Maintenance Center and Facility as part of the qualification.
- 2.2.7 The bidder must assure and guarantee PTNI the availability of its services for the installed systems for the next ten (10) years.
- 2.2.8 The bidder shall exhibit that its company is capable of providing maintenance support and services at any given time and day for the installed systems whether thru phone, internet or on-site.
- 2.2.9 The bidder shall exhibit that it has available installation materials and parts. This is to ensure completeness of the system in case some of the installation materials fails to fit or was subjected for repair within the warranty period.
- 2.2.10 The bidder may conduct a complete site inspection for each project site. Certifications signed by representatives of the Procuring Entity from each respective project site may be included in the bid. Should a bidder or a prospective bidder wish to conduct the same, it shall notify PTNI thru the Bids and Awards Committee Secretariat, prior to the schedule. A contact person per site will be designated for this purpose.

3.0 SCOPE OF WORKS

3.1 Preliminary Works

- 3.1.1 The Winning Bidder/Installer shall transport/haul all items from the PTV Cordillera Regional Center, PIA Compound, Romulo Drive, Brgy. Lualhati, Baguio City to the Transmitter Station in Sitio Guisset, Mt. Sto. Tomas, Tuba, Benguet.
- 3.1.2 The Winning Bidder/Installer shall dismantle the provisional DTT antenna system at PTV Davao Transmitter Station, Shrine Hills, Matina, Davao City and reinstall the same for a full 16-panel DTT antenna configuration. All items of the provisional DTT antenna system which are unnecessary for the full installation works shall be the property of the Procuring Entity. The same shall also be listed and declared in writing by the Winning Bidder/Installer.

3.2 Equipment Manufacturer

- 3.2.1 The Winning Bidder/Installer shall coordinate with the manufacturer/principal supplier and/or its authorized representative and/or partner in the Philippines of the DTT antenna system to be installed to determine all parameters that will produce the best performance.

3.3 Inspection and Initial Testing

- 3.3.1 The antenna systems are safely stored at the PTV Cordillera Regional Center and PTV Guimaras Transmitter Station.
- 3.3.2 Four (4) out of the sixteen (16) panels of the antenna system are currently installed provisionally at PTV Davao Transmitter Station. The twelve (12) panels of the antenna system are safely stored at the said site.
- 3.3.3 The Winning Bidder/Installer, in coordination with the manufacturer of the antenna to be installed and/or its authorized representative and/or partner in the Philippines, and with the presence of representatives of PTNI, may inspect and verify the status of the existing items at the project sites.
- 3.3.4 Should the Winning Bidder/Installer wish to conduct the same, it shall notify PTNI thru the Project Management Office, in writing, two (2) weeks prior to the schedule. The Winning Bidder/Installer shall provide PTNI the results of this inspection.

3.4 Installation Works

- 3.4.1 The Winning Bidder/Installer shall install all items as required under item 4.0 for all sites under item no. 1.1.

- 3.4.2 Installation of antenna system at the top portion of existing transmitter towers for all sites under item no. 1.1. All transmitter towers are already installed with DTT antenna spine adapters.
- 3.4.3 This project is a turnkey job, meaning, that any work-related job even if not mentioned in the bid documents but has something to do with the completeness of the entire project and for the satisfactory functioning of the antenna system shall be performed by the Winning Bidder/Installer at no additional cost to the Procuring Entity.
- 3.4.4 The Winning Bidder/Installer shall include/produce/fabricate/manufacture all items/equipment not mentioned in this document that are needed for the completeness of the works of this project at no additional cost to the Procuring Entity. This shall include, but not limited to, the antenna spine for PTV Guimaras and Davao. For PTV Cordillera, an antenna spine is currently stored at Baguio City as indicated in item 4.1.
- 3.4.5 The Winning Bidder/Installer shall protect the work of employees, equipment of PTNI and adjacent properties from damage for any cause whatsoever, and shall be responsible for any damage or injury (including death) due to his act or negligence.
- 3.4.6 The Winning Bidder/Installer shall provide general safety protection for the existing transmitter building and/or studios and antenna system such as transmission lines, harness, power divider and antenna panels as directed by PTNI to protect owners, equipment and employees and shall if necessary, seal off his work so as not to interfere with PTNI operations.
- 3.4.7 If applicable, the Winning Bidder/Installer shall provide temporary protective covering/roofing/safety nets within the parking and open areas.
- 3.4.8 The Winning Bidder/Installer shall clean and restore all affected areas such as building roofing, walls and floors (including the ground) during the course of the project.
- 3.4.9 The Winning Bidder/Installer shall provide temporary facilities for its personnel such as warehouse and bunkhouse/barracks outside the PTNI premises.
- 3.4.10 The Winning Bidder/Installer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, loss to:
- 3.4.10.1 All employees on the work and other persons who may be affected thereby.
 - 3.4.10.2 All the Work and all materials and equipment to be incorporated therein.
 - 3.4.10.3 Other property at the site or elsewhere.

- 3.4.11 The Winning Bidder/Installer shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted with finality, by PTNI.
- 3.4.12 The Winning Bidder/Installer shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damages or loss to any property caused in whole or in part by the Winning Bidder/Installer, any Sub-Contractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Winning Bidder/Installer.
- 3.4.13 Commercial power on-site for the conduct of works shall be provided by PTNI, provided that the over-all capacity of the requirements of the Winning Bidder/Installer shall not exceed the available existing electrical system on-site.
- 3.4.14 Installation of antenna system with a 4 bay, 4 panel (4x4x4x4) configuration following the existing tower positions.
- 3.4.15 Configuration of antennas with the proper phase and amplitude to make sure that maximum signals will reach all radiating elements.
- 3.4.16 Installation of transmission cables to existing transmitter room.
- 3.4.17 Connection of the transmission cable to the dehydrator to the existing 1 kW DTT transmitter. Coordination of the Winning Bidder/Installer with the digital transmitter supplier/manufacturer and/or their authorized representative and/or partner in the Philippines for proper interconnection up to the band-pass filter side shall be required.
- 3.4.18 Demolition and restoration works at the transmission room and at the tower shall be conducted should any civil works be done during the course of this project. The cost of these works are to the account of the Winning Bidder/Installer.
- 3.4.19 Repositioning of lightning arrester and/or dissipation system including top tower light for all towers.
- 3.4.20 Repositioning of transmission cable at PTV Davao.
- 3.4.21 During installation, the allowable off-the-air duration of both analog & digital TV transmission shall be a maximum of 72 hours only, aggregate or otherwise. This is regardless of transmitter power output.
- 3.4.22 Installation works shall include all installation materials, tools and labor.
- 3.4.23 The Winning Bidder/Installer shall submit a detailed weekly progress report on the conduct of the works of this project.

3.5 Testing and Commissioning

- 3.5.1 A joint testing with the representatives of PTNI including the antenna and DTT transmitter manufacturers and/or their authorized representative and/or partner in the Philippines shall be conducted. Except for the DTT transmitter, all expenses of testing & commissioning shall be to the account of the Winning Bidder/Installer.
- 3.5.2 The Winning Bidder/Installer shall notify PTNI in writing at least two (2) weeks prior to the conduct of the joint testing.
- 3.5.3 For the antenna system, the tests that will be conducted are, but not limited to, the following:
 - 3.5.3.1 Visual inspection from a distance of 10 meters from the foot of each tower.
 - 3.5.3.2 Reflection Measurement Parameters
 - 3.5.3.2.1 Voltage Standing Wave Ratio
 - 3.5.3.2.1.1 Whole antenna system: 1.1:1 or better.
 - 3.5.3.2.1.2 Individual panels, cables & power dividers: 1.05:1 to 1.1:1 or better.
 - 3.5.3.2.1.3 Any measurements more than 1.1:1 shall be reported to PTNI and shall be corrected by the Winning Bidder/Installer.
 - 3.5.3.2.2 Return Loss
 - 3.5.3.2.2.1 Whole antenna system: -26 dB or better across the band.
 - 3.5.3.3 Radio Frequency Intensity (RFI)
 - 3.5.3.3.1 RFI testing to the signal propagation radials shall be conducted. The Winning Bidder/Installer shall submit an RFI test result of more than twenty-four (24) locations around the radial points with reference to the antenna site.

3.6 Acceptance

- 3.6.1 The following test results shall be submitted:
 - 3.6.1.1 Waveform representations or charts for reflection measurement parameters.
 - 3.6.1.2 RF signal propagation pattern from a licensed & specialized software.
- 3.6.2 Based on the existing 1 kW transmitter power and total antenna gain, each station must have a signal pattern that can reach, but not limited to, the following areas:

- 3.6.2.1 PTV Cordillera Transmitter Station
 - 3.6.2.1.1 Baguio City and Benguet
 - 3.6.2.1.2 La Union
 - 3.6.2.1.3 Pangasinan
- 3.6.2.2 PTV Guimaras Transmitter Station
 - 3.6.2.2.1 Iloilo City and adjacent cities/municipalities
 - 3.6.2.2.2 Bacolod City and adjacent cities/municipalities
- 3.6.2.3 PTV Davao Transmitter Station
 - 3.6.2.3.1 Davao City
 - 3.6.2.3.2 Samal Island
 - 3.6.2.3.3 Davao del Norte
 - 3.6.2.3.4 Digos City
- 3.6.3 Complete signed & sealed as-built plans in standard document sizes including digital copies in PDF & DWG files in a flash drive shall be submitted as follows:
 - 3.6.3.1 Copy no. 1: Project Management Office
 - 3.6.3.2 Copy no. 2: Provincial Network Division
 - 3.6.3.3 Copy no. 3: Engineering Division
 - 3.6.3.4 Copy no. 4: PTV Cordillera Regional Center
 - 3.6.3.5 Copy no. 5: PTV Cordillera Transmitter Station
 - 3.6.3.6 Copy no. 6: PTV Guimaras Transmitter Station
 - 3.6.3.7 Copy no. 7: PTV Davao Transmitter Station
- 3.6.4 A Certificate of Completion and Final Acceptance shall be issued upon the recommendation of the representatives of:
 - 3.6.4.1 Project Management Office
 - 3.6.4.2 Provincial Network Division
 - 3.6.4.3 Engineering Division
 - 3.6.4.4 PTV Cordillera Regional Center
 - 3.6.4.5 PTV Guimaras Transmitter Station
 - 3.6.4.6 PTV Davao Transmitter Station

4.0 ANTENNA EQUIPMENT

- 4.1 The following items are currently stored at the PTV Cordillera Regional Center, PIA Compound, Romulo Drive, Brgy. Lualhati, Baguio City:

SERIAL NO.	QTY.	DESCRIPTION
15-006182 15-006183 15-006184 15-006185 15-006186	8 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35dBd, DIN 7/16 female, white radome

SERIAL NO.	QTY.	DESCRIPTION
15-006187 15-006180 15-006181		
16-006980 16-006981 16-006982 16-006983 16-006984 16-006985 16-006986 16-006987	8 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35 dBb, DIN 7/16 female, red radome
N/A	16 units	LCF 1/2" Antenna feeding cable foam dielectric, DIN 7/16 male, 10m
16-000072 16-000077 16-000092 16-000102	4 units	4 way UHF symmetrical power splitter EIA 7/8" female-DIN 7/16 female
N/A	4 units	EIA 7/8" outdoor rigid line
N/A	8 units	EIA 7/8" inner connector
15-000001	1 unit	4 way UHF symmetrical power splitter EIA 1-5/8" female - EIA 7/8" female
N/A	2 units	EIA 1-5/8" inner connector
N/A	100 units	Clamps for 1/2", including angle adapter
N/A	4 units	Scotchfil cables installation tapes
N/A	3 units	Super 33 cable installation tapes
N/A	80m	EIA 1-5/8" RFS air dielectric coaxial cable
N/A	2 units	EIA 1-5/8" Gas Pass Type Connector
N/A	53 units	Clamps for EIA 1-5/8" coaxial cable
N/A	3 units	Earthing Kit
N/A	2 units	Hoisting Grip for EIA 1-5/8"
N/A	1 unit	Wall Entry Gland
N/A	2 units	Tube of Pactan, 310 ml
54084	1 unit	Dehydrator
N/A	3 units	Antenna spine, 2.5 meters
N/A	12 units	Antenna panel bracket
N/A	8 units	Angle bar for spline
N/A	4 units	Lightning arrester
N/A	16 units	Flat bar for spline
N/A	330 units	Bolts & nuts

4.2 The following items are currently stored at the PTV Guimaras Transmitter Station, Brgy. San Miguel, Jordan, Guimaras:

SERIAL NO.	QUANTITY	DESCRIPTION
15-006190 15-006191 15-006192 15-006193 15-006194 15-006195 15-006168 15-006169	8 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35dBd, DIN 7/16 female, white radome
16-006908 16-006909 16-006910 16-006911 16-007544 16-007545 16-007546 16-007547	8 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35 dBb, DIN 7/16 female, red radome
N/A	16 units	LCF 1/2" Antenna feeding cable foam dielectric, DIN 7/16 male, 10m
16-000085 16-000088 16-000093 16-000094	4 units	4 way UHF symmetrical power splitter EIA 7/8" female-DIN 7/16 female
N/A	4 units	EIA 7/8" outdoor rigid line
N/A	8 units	EIA 7/8" inner connector
15-000003	1 unit	4 way UHF symmetrical power splitter EIA 1-5/8" female - EIA 7/8" female
N/A	2 units	EIA 1-5/8" inner connector
N/A	100 units	Clamps for 1/2", including angle adapter
N/A	4 units	Scotchfil cables installation tapes
N/A	3 units	Super 33 cable installation tapes
N/A	80m	EIA 1-5/8" RFS air dielectric coaxial cable, per meter
N/A	2 units	EIA 1-5/8" Gas Pass Type Connector
N/A	53 units	Clamps for EIA 1-5/8" coaxial cable
N/A	3 units	Earthing Kit
N/A	2 units	Hoisting Grip for EIA 1-5/8"
N/A	1 unit	Wall Entry Gland
N/A	2 units	Tube of Pactan, 310 ml
54083	1 unit	Dehydrator

- 4.3 The following items are provisionally installed at the tower and/or inside the transmitter building including used installation materials at PTV Davao Transmitter Station, Shrine Hills, Matina, Davao City:

SERIAL NO.	QUANTITY	DESCRIPTION
16-007520 16-007521 16-007523 16-007525	4 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35 dBb, DIN 7/16 female, red radome
N/A	4 units	LCF 1/2" Antenna feeding cable foam dielectric, DIN 7/16 male, 10m
16-000191	1 unit	4 way UHF symmetrical power splitter EIA 7/8" female-DIN 7/16 female
N/A	4 units	EIA 7/8" outdoor rigid line
N/A	8 units	EIA 7/8" inner connector
N/A	2 units	EIA 1-5/8" inner connector
N/A	50 units	Clamps for 1/2", including angle adapter
N/A	2 units	Scotchfil cables installation tapes
N/A	1 unit	Super 33 cable installation tapes
N/A	80m	EIA 1-5/8" RFS air dielectric coaxial cable, per meter
N/A	2 units	EIA 1-5/8" Gas Pass Type Connector
N/A	53 units	Clamps for EIA 1-5/8" coaxial cable
N/A	2 units	Hoisting Grip for EIA 1-5/8"
N/A	2 units	Tube of Pactan, 310 ml
54082	1 unit	Dehydrator with accessories

- 4.4 The following are items on-site awaiting installation at PTV Davao Transmitter Station, Shrine Hills, Matina, Davao City:

SERIAL NO.	QUANTITY	DESCRIPTION
15-006178 15-006179 15-006196 15-006197 15-006198 15-006199 15-006208 15-006209	8 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35dBd, DIN 7/16 female, white radome
16-007522 16-007524 16-007526 16-007527	4 units	UHF Band IV/V panel antenna, horizontal polarization, gain 11.35 dBb, DIN 7/16 female, red radome
N/A	12 units	LCF 1/2" Antenna feeding cable foam dielectric, DIN 7/16

SERIAL NO.	QUANTITY	DESCRIPTION
		male, 10m
16-000087 16-000090 16-000098	3 units	4 way UHF symmetrical power splitter EIA 7/8" female – DIN 7/16 female
15-000004	1 unit	4 way UHF symmetrical power splitter EIA 1-5/8" female – EIA 7/8" female
N/A	2 units	EIA 1-5/8" inner connector
N/A	50 units	Clamps for 1/2", including angle adapter
N/A	2 units	Scotchfil cables installation tapes
N/A	2 units	Super 33 cable installation tapes
N/A	2 units	EIA 1-5/8" Gas Pass Type Connector
N/A	3 units	Earthing Kit
N/A	1 unit	Wall Entry Gland

4.5 The detailed specification of the DTT antenna is attached as "Annex A."

5.0 WARRANTY

5.1 In addition to any other warranties in this document, the Winning Bidder/Installer warrants, that work performed under this project conforms to its requirements and is free of any defect in the design furnished, or workmanship performed by the Winning Bidder/Installer or any lower-tier contractor or supplier at any tier.

5.2 The warranty for workmanship shall be a period of one (1) year from of the date of issuance of the Certificate of Completion and Final Acceptance for this project. The period for correction of defects in workmanship during the warranty period shall be seven (7) calendar days.

5.3 The warranty for workmanship shall cover:

- 5.3.1 Hauling to site
- 5.3.2 Installation & labor

5.4 The warranty for workmanship shall not extend to claims resulting from:

- 5.4.1 Acts of war
- 5.4.2 Acts of terrorism
- 5.4.3 Defects or failures caused by user abuse or misuse
- 5.4.4 Operator error
- 5.4.5 Unauthorized attempt to repair or alter the equipment in any way

5.5 The Winning Bidder/Installer shall remedy at his expense any failure to conform, or any defect. In addition, the Winning Bidder/Installer shall remedy at his expense any damage to PTNI property, when that damage is the result of :

- 5.5.1 The Winning Bidder's/Installer's failure to conform to requirements; or
 - 5.5.2 Any defect of workmanship, or design furnished.
- 5.6 The Winning Bidder/Installer shall restore any work damaged in fulfilling the terms and conditions of this clause. The Winning Bidder's/Installer's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 5.7 PTNI shall notify the Winning Bidder/Installer, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 5.8 If the Winning Bidder/Installer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, PTNI shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Winning Bidder's/Installer's expense.
- 5.9 Unless a defect is caused by the negligence of the Winning Bidder/Installer or lower-tier contractor or supplier at any tier, the Winning Bidder/Installer shall not be liable for the repair of any defects of material or design furnished by PTNI nor for the repair of any damage that results from any defect in PTNI-furnished material or design.

- NOTHING FOLLOWS -

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

ITEM NO.	DESCRIPTION	QTY.	UNIT	COMPLETION PERIOD
1	Hauling, installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system and accessories for PTV Cordillera	1	lot	<i>Completion of project is within thirty (30) calendar days from receipt of Notice to Proceed</i>
2	Installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system and accessories for PTV Guimaras	1	lot	
3	Dismantling, re-installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system for PTV Davao	1	lot	
4	Antenna inspection & initial testing, Radio Frequency Intensity (RFI) testing, submission of engineering plans for all sites, and project acceptance & final inspection	1	lot	
5	Workmanship warranty for all sites	1	year	

Section VII. Technical Specifications

Technical Specifications

ITEM NO.	DESCRIPTION	QTY.	UNIT	STATEMENT OF COMPLIANCE
1	Hauling, installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system and accessories for PTV Cordillera	1	lot	
2	Installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system and accessories for PTV Guimaras	1	lot	
3	Dismantling, re-installation, testing & commissioning of one (1) set of sixteen (16) panel DTT antenna system for PTV Davao	1	lot	
4	Antenna inspection & initial testing, Radio Frequency Intensity (RFI) testing, submission of engineering plans for all sites, and project acceptance & final inspection	1	lot	
5	Workmanship warranty for all sites	1	year	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

