



People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 3453-1097 /www.ptv.ph

PHILIPPINE BIDDING DOCUMENTS

(Procurement of Goods)

**LEASE SERVICE DELIVERY OF EIGHT MEGAHERTZ
(8MHZ – 4 MHZ FOR DISTRIBUTION AND 4 MHZ FOR
CONTRIBUTION) STANDARD C-BAND SPACE SEGMENT
FOR THE PEOPLE'S TELEVISION NETWORK, INC. (PTNI)**

ITB No. 2021-0007

Government of the Republic of the Philippines

**Sixth Edition
August 2021**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	29

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
P A R A S A B A Y A N

People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
Telephone No. 3453-1097 /www.ptv.ph

INVITATION TO BID FOR

Lease Service Delivery of Eight Megahertz (8mhz – 4 MHz for Distribution and 4 MHz for Contribution) Standard C-Band Space Segment for the People's Television Network, Inc. (PTNI)

ITB No. 2021-0007

1. The *People's Television Network, Inc. (PTNI)*, through the *Corporate Budget 2021 (MOOE 2021)* intends to apply the sum of ***Eleven Million Seven Hundred Thousand Pesos (Php 11,700,000.00)*** being the ABC to payments under the contract for ***Lease Service Delivery of Eight Megahertz (8mhz – 4 MHz for Distribution and 4 MHz for Contribution) Standard C-Band Space Segment for the People's Television Network, Inc. (PTNI), ITB No. 2021-0007***. 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 (TVRO migration, in any) and One (1) year lease service from the date of the Notice to Proceed (NTP)***. Bidders should have completed, within ***Ten (10) 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 *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below during 9:00 AM - 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **5 August 2021** from the given address and website(s) below and upon payment of the

applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Twenty-five Thousand Pesos (Php 25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

Interested Bidders may purchase the Bidding Documents through:

1. Cashier
 - Transaction will be done at entrance gate only.
 - Cashier is available only during **Monday, Wednesday, & Friday, 9:00 AM - 4:00 PM**. [During the Enhanced Community Quarantine (ECQ)]
 - Inform the Secretariat at 0956-738-4512/0961-693-8333
 2. PTNI's Bank Account (Land Bank of the Philippines).
 - Account Name: PTNI
 - Account Number: 3212100497
 - Email the proof of payment at **bacsecretariat@ptni.gov.ph**
6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **12 August 2021 at 10:00 AM** through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.

Meeting ID : 841 4708 9077
Passcode : 2021-0007

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **24 August 2021 at 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 **24 August 2021 at 10:30 AM** at **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 : 844 9263 2996
Passcode : 2021-0007

10. People's Television Network, Inc. (PTNI) Health and Safety Protocols during Procurement Activities

Pre-Bid Conference

1. Pre-bid Conference will be done through videoconferencing.
2. 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. 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.

11. 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.

12. 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
www.ptni.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: ptni.gov.ph/procurement/
Procurement forms: <https://www.gppb.gov.ph/downloadables.php>

5 August 2021



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 *Lease Service Delivery of Eight Megahertz (8mhz – 4 MHz for Distribution and 4 MHz for Contribution) Standard C-Band Space Segment for the People's Television Network, Inc. (PTNI)*, with identification number *ITB No. 2021-0007*.

The Procurement Project (referred to herein as "Project") is composed of 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 **2021** in the amount of *Eleven Million Seven Hundred Thousand Pesos (Php 11,700,000.00)*.

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.

- 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:

- 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 through videoconferencing/webcasting 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 **Ten (10) 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:
- 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 for **One Hundred Twenty (120) calendar days from the date of the 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.

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:

Option 1 – 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> <ul style="list-style-type: none"> a. <i>Provision Lease Service Delivery of Standard C-Band Space Segment for Broadcast Television</i> b. completed within <i>Ten (10) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Quezon City</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> <ul style="list-style-type: none"> 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 b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Not Applicable.</i>
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
21.2	<i>None.</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

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 Quezon City, Philippines. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Quezon City, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Eric Ortiz (Engineering Division/Uplink).</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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. 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
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***Not Applicable***

Spare parts or components shall be supplied as promptly as possible, but in any case, within ***Not Applicable*** months of placing the order.

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>Terms of Payment</i></p> <p><i>The Satellite Provider shall issue monthly invoices. PTNI shall pay thru wire transfer within Thirty (30) days upon receipt of the invoice.</i></p> <p><i>The Satellite Provider shall shoulder inclusive fees subject to the payment specifically taxes, bank charges and other fees in accordance with the contract. These shall be automatically deducted from the gross monthly invoice by PTNI and/or the concerned bank of which the payment shall be wire transfer from.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • <i>Cross Polarization Isolation (CPI)</i> • <i>Modulation (Transmit and Receive with Video and Audio Signal)</i> • <i>TVRO Alignment for Provincial Stations (Tech Support)</i> • <i>Dual Illumination (in case different satellite will be used)</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Lease of a Space Segment of 8MHz bandwidth (4 MHz for Distribution and 4 MHz for Contribution) on Standard C-Band Satellite with the look angle of 48 to 80 degrees Elevation on their “Asia Beam” with both coverage area and downlink Effective Isotropic Radiated Power (EIRP) as per the satellite footprint attached herein for Multi-Channel Per Carrier (MCPC) carrier operation on a Single Transponder	One (1) Year	One (1) Year	Thirty (30) calendar Days (TVRO migration, if any) and One (1) year (lease service) from the date of the Notice to Proceed (NTP)

Section VII. Technical Specifications

Technical Specifications

A. General Requirement and Consideration:

Item	Specification	Statement of Compliance
1	<p>The demand for space segment capacity for Broadcast Services has emerged recently and is considered very important. In view of this, PTNI intends to lease a Space Segment on foreign satellites for its regional offices / t r a n s m i s s i o n s t a t i o n s and local cable operators with coverage over the entire Philippine Archipelago with a bandwidth of 8MHz (4 MHz for Distribution and 4 MHz for Contribution).</p>	
	<p><i>INTERRUPTION OF SERVICE</i></p> <p>If the services being provided to PTNI under this contract (744 hours monthly [31 days x 24 hours per day]) are interrupted for longer than one (1) hour (“Interruption”), the Satellite Provider is required to deduct a portion of the monthly contract amount, which is the Firm-Fixed-Price for the year divided by twelve (12), directly proportional to the time of the outage by crediting the PTNI on the Satellite Provider’s next monthly invoice after the Interruption.</p>	
	<p><i>NOTIFICATION OF SATELLITE INTERRUPTIONS</i></p> <p>The Satellite Provider shall be responsible for monitoring PTNI transmissions and shall immediately notify PTNI’s Network Control Center (NCC) in Quezon City, in case of an emergency. The Satellite Provider shall notify and coordinate planned down times with the NCC and the PTNI at least five (5) business days prior to the planned interruption. The Satellite Provider shall also notify NCC, immediately upon discovery of any unplanned interruptions in the PTNI broadcasts. The appropriate contact numbers and email addresses are listed below:</p> <p><i>PTNI’s Network Control Center (NCC): +63 2 455 2040</i> <i>Email: <u>ptv4uplink@gmail.com</u></i> <i>Email: <u>zitrocire@gmail.com</u></i></p>	
	<p><i>TRANSPONDER / SATELLITE FAILURE</i></p> <p>In the event that the Transponder/Satellite should fail to operate and the Satellite Provider fails to provide identical capacity and service on another transponder or satellite and, as a result, PTNI satellite transmission (Audio/Video) services are suspended or cancelled for at least two (2) continuous days (48 hours), the PTNI shall have the right to terminate this contract. In the event of termination, any payment for services not received shall be refunded to the PTNI, within 10 (ten) calendar days.</p>	
	<p><i>SERVICE AVAILABILITY</i></p> <p>Beginning with the service commencement date, the Satellite Provider shall provide to PTNI the service 24 hours per day, 7 days per week</p>	

	(except, without limitation, for outages caused by planned maintenance and repair that the Satellite Provider notified PTNI about and to which PTNI agreed, inclement weather and events of force majeure) during the term of the contract. The service shall be provided as “non-pre-emptible/non-restorable.” “Non-pre-emptible” is defined as capacity that is not subject to interruption by the Satellite Provider for use by another entity except as specified in the terms of the agreement. “Non- restorable” is defined as capacity that will not be restored to capacity on an alternate spacecraft in the event of the failure of the current spacecraft. If the service becomes unusable, the Satellite Provider shall use its reasonable efforts to restore the attached service utilizing any other available capacity.	
	<i>SPACE SEGMENT RELIABILITY REQUIREMENTS</i> Satellite space segment capacity shall be available 99.9999% of the time. Space segment availability requirements Bandwidth-On-Demand (BOD) purpose.	

B. Detailed Technical Specifications

No.	Parameter	Specifications	Statement of Compliance
1	Effective Isotropic Radiated Power (EIRP) in 4 MHz under single carrier saturation, EIRP (EOC), EOL over Coverage as mentioned in 3.	≥ 38 to 40dBW	
	Receive Gain to Noise Temperature ratio, G/T (EOC), EOL, min. over Coverage as mentioned in 3	≥ -11.5 dB/°k	
	Satellite Orbit Range	Between 120 Degrees East to 138 Degrees East	
	Required Coverage Area	Philippine Archipelago Specify countries /coordinates receiving the broadcast	
	Saturation Flux Density	≤ -70 to -100 dBW/m ²	
	Usable Space Segment Bandwidth	8 MHz (4 MHz for Distribution and 4 MHz for Contribution)	
	Uplink Frequency Range	5850-6425 MHz	
	Downlink Frequency Range	3625-4200 MHz	
	Polarization Sense Tx./Rx.	Linear H/V	
	Transmit and Receive Cross Polarization Isolation, EOC	≥ 30.0 dB	

TERMS OF REFERENCE (TOR)

Lease Service Delivery of Eight Megahertz (8MHz – 4 MHz for Distribution and 4 MHz for Contribution) Standard C-Band Space Segment for the People's Television Network, Inc. (PTNI)

This project shall also be known as the 8MHz Space Segment Project.

A. SUPPLIER/DEALER ELIGIBILITY REQUIREMENTS

1. GENERAL REQUIREMENTS

- 1.1. The Bidder must be a provider of the same satellite service having Standard C-Band footprint all over the Philippines with satellite minimum life span of 6 years before the next deployment plan.
- 1.2. The Bidder providing satellites with lifespan expiring in between the lease period shall not be acceptable, unless with replacement deployment plan for the illumination purpose.
- 1.3. The Bidder must have a communication and contact dealing directly to the satellite provider. PTV will be dealing directly with a satellite provider. This is to know promptly and with flexibility on what frequency bandwidth capacity shall be assigned. If the bandwidth capacity is quite different, there will be a problem during the migration (e.g., if the new frequency is on different polarization).
- 1.4. The bidder must own a satellite bandwidth capacity. If not, the bidder should have a Joint Venture Agreement (JVA) with a Satellite Provider who owns a Satellite bandwidth capacity of which the JVA shall exist for the duration of the project.
- 1.5. The bidder shall submit a certification from at least one (1) company that they are currently providing satellite service with a similar existing corporate account.
- 1.6. In case there will be re-orientation of ground satellite facilities (parabolic antenna) with respect to satellite, the bidder shall perform the activity simultaneously to all receivers and without downtime to the regular live broadcast operation. The Satellite Provider shall shoulder all cost appertaining thereto.
- 1.7. The Satellite Provider shall provide two (2) hours complementary space bandwidth for each 4 MHz bandwidth per month. The total four (4) hours complementary space bandwidth mentioned will be accumulatively added to the monthly consumption of PTV.
- 1.8. The Satellite Provider shall allow PTV for the immediate accommodation in time of emergency events thirty (30) minutes prior to the coverage.
- 1.9. The Satellite Provider shall provide a Satellite with capability to cover the Philippine archipelago with a maximum Effective Isotropic Radiated Power (EIRP) of - 38 dBW or better.

- 1.10. The Satellite Provider should have the capability of turn-around global coverage to all countries with satellite access.
- 1.11. The existing uplink parameter (transmit side) for Digital SD-SDI embedded audio/video (H.264) MPEG-4 format are as follows.
 - Satellite: Satellite @ 138 Degrees East
 - Uplink Frequency: 6159 MHz
 - Polarization: Horizontal
- 1.12. The Satellite Provider shall assign the space beam capable to accommodate 48 to 80 degrees of elevation.
- 1.13. The Satellite Provider must provide a satellite with orbit range from 120 Degrees East to 138 Degrees East as part of End - User requirements.
- 1.14. The Satellite Provider shall exercise the Illumination process in the project to prevent downtime or no interruption in the program or transmission signal of PTV.

Note: Non-compliance of the above provisions shall be a ground for Disqualification.

3.FINANCIAL

3.1. Financial Statements

- 3.1.1. The bidder must submit audited financial statements, stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions for the past two years, for the preceding calendar year.
- 3.1.2. Once a contract is entered into, the Satellite Provider shall submit its monthly billing inclusive of all taxes, duties, and fees in accordance with the contract, in Philippine currency only. The exchange rate applicable for such conversion shall be as per the exchange rate as of the Bid Opening date. Failure to bid in Philippine Peso will result to Disqualification.
- 3.1.3. The prices shall be fixed and will not be subjected to any variation.
- 3.1.4. All payments made to the winning bidder shall be subject to withholding taxes.
- 3.1.5. Satellite Providers from the Philippines
 - 3.1.5.1. Satellite Provider from the Philippines shall submit their bid in Philippine Peso. This amount shall be inclusive of all taxes, duties, and fees, such as VAT and Custom Duties, and all other applicable taxes and fees also in the Philippines. Such Bidder must submit an up to date Company registration certificate and Tax clearance certificate from the Government of the Philippines.
- 3.1.6. Satellite Providers outside the Philippines

- 3.1.61. The Foreign Bidder shall submit its bid up to Final Destination (use appropriate incoterms) in Philippine peso. The bid amount shall be inclusive of 12% Value Added Tax (VAT) and 30% Final Withholding Tax (FWT) as per Section 28 (B)(1) of the Tax Code of the Philippines. The rate of FWT shall be applicable as per the rate prevailing on the fiscal year of the date of signing of contract.
- 3.1.62. The Foreign Bidder, who wants to conduct Lease Services with the Philippines as country of origin, must quote in Philippine currency. This price shall be inclusive of taxes/duties such as VAT, FWT, Local Development Tax, Custom Duties, Security Tax, etc. applicable in the Philippines. The Bidder shall submit Tax Invoice with VAT number.
- 3.1.63. Foreign Bidder with reciprocity, who wants to conduct Lease Services with the Philippines as country of origin, must quote in Philippine currency. This price shall be inclusive of 30% Tax and bank charges (Corresponding Bank charges, cable charge and documentary stamp) and other fees in accordance with the contract.
- 3.1.7. The prices shall be fixed and will not be subjected to any variation.

4. TECHNICAL

4.1. Track Record Certifications

- 4.1.1. The Satellite Provider must have a track record for Lease Service Delivery of Standard C-Band Space Segment for a minimum of ten (10) years.
- 4.1.2. A certification that the satellite provider has the technical knowledge capability for a 24/7, 365 days a year for support service shall be submitted.

4.2. Space Segment Specifications

- 4.2.1. Provision of a complete detailed technical specification of the required Lease Service Delivery of Standard C-Band Space Segment being supplied (See attached Technical Specifications).
- 4.2.2. In order to assist the evaluation process, the bidder shall mention the relevant clause No., page No., chapter/section/volume of the offered bid document and/or the brochure and catalogue, wherever applicable, for the purpose of verification of their technical compliance statement.

5. PAYMENT TERMS

5.1 The Satellite Provider shall issue monthly invoices. PTNI shall pay thru wire transfer within 30 days upon receipt of the invoice.

5.2 The Satellite Provider shall shoulder inclusive fees subject to the payment specifically taxes, bank charges and other fees in accordance with the contract. These shall be automatically deducted from the gross monthly invoice by PTNI and/or the concerned bank of which the payment shall be wire transferred from.

See Section VI. Schedule of Requirements

See Section VII. Technical Specifications

Technical Details

- I. The **Technical Requirements** of the Transponder Capacity of Standard C- Band for the Broadcasting Service of PTNI are listed as follows:
 - a. **Frequency Band:** The transponders are required in Standard C-band.
 - b. **Satellite:** The transponders should be on geostationary satellite that belong to the operator and the satellite should be able to have a footprint covering
 - (a) The entire Philippines and (b) specific location
 - c. **Specifications:** Technical specifications like frequency range, coverage area, Effective Isotropic Radiated Power (EIRP), G/T, SFD, Orbital slot, cross-polarization isolation, etc. are given in the Technical Requirements page.
 - d. **Satellite details (current and proposed):** Bidders shall provide complete details of the satellites on which the space segment is being offered, in respect of the capacity being offered immediately and that proposed to be offered in the time frame within the next twelve (12) months.
 - e. **Eclipse protection:** Transponder capacity should be eclipse protected with backup power. Please provide details in the proposal.
 - f. **Lease period:** The lease period for the transponders shall be one (1) year, subject to Multi-Year Contracts in accordance with existing laws & issuances of the government of the Philippines. This may be extended beyond this period based on the actual End user requirements.
 - g. **Capacity required:** The requirement is for one (1) standard C-Band Space Segment for a bandwidth of 8 MHz (minimum). This is divided into 4 MHz for Distribution and 4 MHz for Contribution with corresponding Upper and Lower Guard Bands.
 - h. **Satellite lifespan and status:** The satellite from which the services are provided should have at least with six (6) years life span.
 - i. **Quality:** The offered capacity should be usable and free from interference, with or without loading, in part or in full and shall be on a non-pre-emptible basis.

- j. Compliance Statement: Compliance statement should be given ***along with applicable values*** for the following:
- * Technical requirements
 - * Technical specifications
 - * Detailed contours should be attached for **EIRP and G/T** clearly indicating beam peak and readable texts over each contour.
- k. In case there will be an extension of service, the same rate and conversion rate will be implemented from the start of contract.
- l. In separate sealed envelope, the bidder shall include the following:
1. The price of capacity in terms of per annum per Space Segment (along with capacity in MHz) for a 3 year-period and also for likely further extensions.
 2. Satellite Provider for Lease Service of C-Band Space Segment
 - Duration of contract for satellite provider space segment
 - Type of contract to pay in (Philippine Peso) direct to satellite provider.
- m. The Satellite Provider should allow the required bandwidth to be managed by PTV. Please see attached figure.
- n. The Satellite Provider should provide illumination. (No signal interruptions in case of testing and transfer of satellite.)
- o. The Bidder shall deploy a technical crew in all PTV transmitter stations in the event of TVRO system re-orientation and shall shoulder all expenses pertaining to the same. The re-orientation of each TVRO system shall not cause broadcast downtime. The Bidder shall provide all necessary back-up systems to avoid the same.

B. SPECIAL CONDITIONS OF THE PROJECT

1. Technical Support

- 1.1. The Satellite Provider shall provide customer service engineers available for telephone, internet, or onsite service 24 hours a day, 365 days a year to answer questions and provide recommendations for concerns regarding: General equipment operation, causes, action, remedies for equipment failure, preventive maintenance and other technical concerns that may arise and should have a support service center facility in the Philippines.
- 1.2. The Satellite Provider must have technical support (24/7) in the region. This will be especially critical when PTNI makes booking for Occasional Use (OU) as there will be time difference between countries.

NOTE: The above-mentioned eligibility requirements are in addition to the eligibility requirements under R.A. 9184 and its Implementing Rules and Regulations.

C. COMPLETION PERIOD

The Bidder shall complete the migration (all TVRO re-orientations), if any, within Thirty (30) calendar days from the date of the Notice to Proceed. The start of the one (1) year lease service shall be from the date of the completion of migration. Otherwise, the lease service shall be within one (1) year from the date of the Notice to Proceed.

D. ELIGIBLE BIDDERS

The following shall be eligible to participate in the bidding for the supply of goods:

- a) Duly licensed Filipino citizens/sole proprietorships;
- b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- d) Cooperatives duly organized under the laws of the Philippines; or
- e) Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- f) Foreign ownership limited to those allowed under the reciprocity rules may participate in this Project

E. ADDITIONAL REQUIREMENTS FOR FOREIGN BIDDERS UNDER THE RECIPROCITY RULES:

1) Foreign Bidder with reciprocity rights, who wants to conduct Lease Services with the Philippines as country of origin, must quote in Philippine currency. The bid price shall be inclusive of 30% Tax and bank charges (Corr. Bank charges, cable charge and documentary stamp) and other fees in accordance with the contract.

In the case of a Filipino Representative submitting the bid on behalf of a Foreign Bidder, the Filipino Representative:

- a) Shall provide Omnibus Sworn Statement attached with any of the following: Apostilled Secretary's Certificate, Apostilled Board/ Partnership Resolution, or Apostilled Special Power of Attorney, from the Foreign bidder,

whichever is applicable, stating that the foreign bidder has given the Filipino Representative its full power and authority to do and execute and perform any and all acts necessary to participate, submit the bid and execute the ensuing contract.

“ANNEX A”

EIGHT-MEGAHERTZ (8MHz) BANDWIDTH CAPACITY

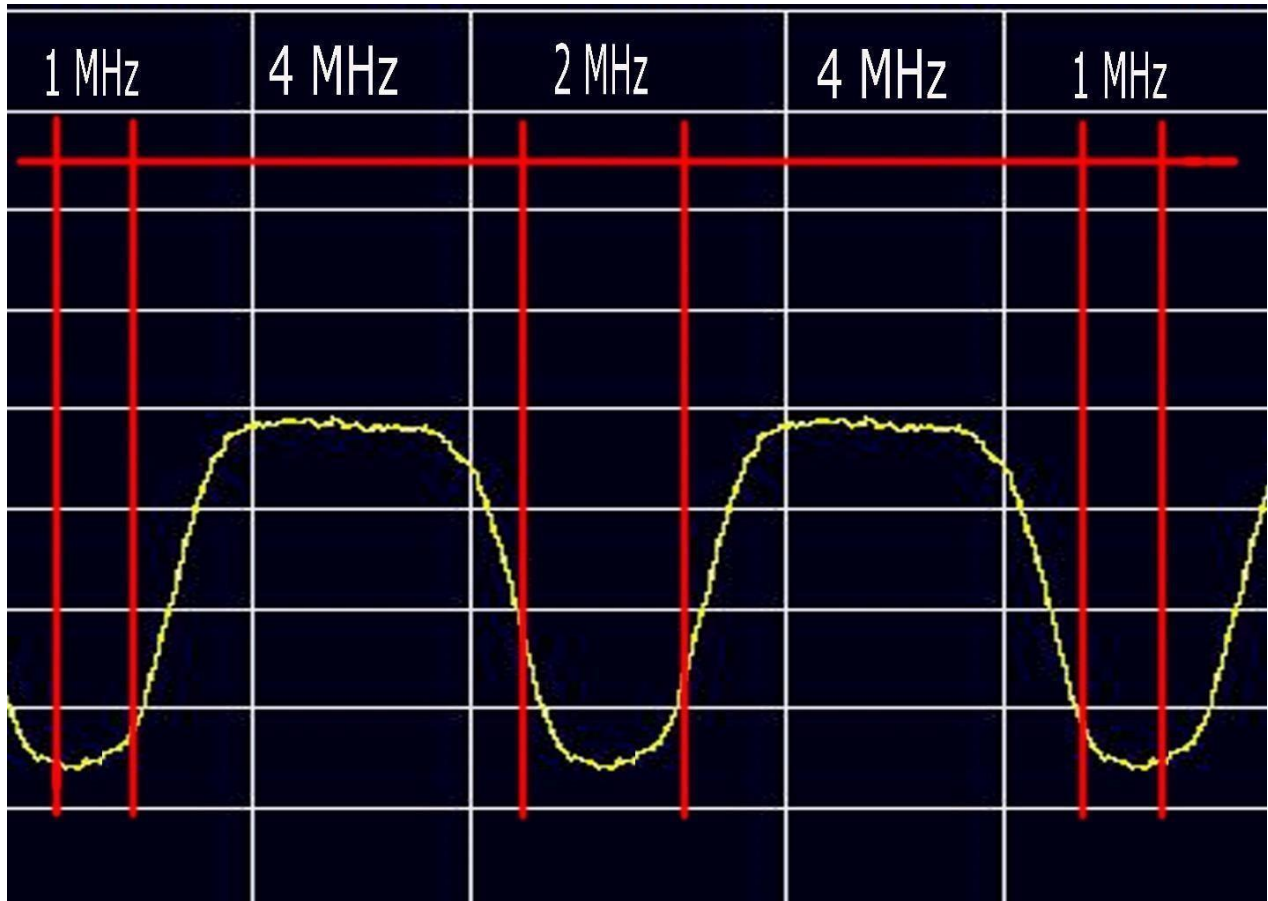


Figure: 1 MHz guard band for 4 MHz bandwidth to Lower and Upper Frequency

ELIGIBILITY REQUIREMENTS GUIDELINES FOR PERSONS/ENTITIES FORMING THEMSELVES INTO A JOINT VENTURE (JV)

Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA

ELIGIBILITY REQUIREMENTS

TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

1. Each JV partner’s valid **PhilGEPS Registration Certificate** (Platinum Membership) (all pages)

In lieu of PhilGEPS Certificate of Registration and Membership during the opening of bids, the JV partner may submit the following Class “A” Legal Documents:

- **Registration certificate** from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.
- **Mayor’s/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. In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.
- **Tax clearance** per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- **Audited Financial Statements**

In case the JV partner is a foreign bidder, the above-mentioned may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned.

The Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted.

Technical Documents

2. **Statement of the 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.
3. **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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.

4. **Original copy of Bid Security.** In the form of:
Surety Bond, submit also a certification issued by the Insurance Commission; or
Original copy of Notarized Bid Securing Declaration; and
5. **Conformity with the Technical Specifications,** which may include production/delivery schedule, manpower requirements, and/or after-sales/parts,
6. **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

7. The bidder's **audited financial statements**, showing, among others, the bidder'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. (a)
8. The bidder's **computation of Net Financial Contracting Capacity (NFCC).** However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

Class "B" Documents

9. **Valid joint venture agreement (JVA),** in case the joint venture is already in existence. **or**

In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.

In case the bidder opted to submit notarized statements from all the potential joint venture partners, their valid JVA shall be submitted within ten (10) days from receipt of the Notice of Award by the winning bidder.

In the case of the failure, refusal or inability of the bidder with LCRB to submit Valid JVA required under Section 37.1, the BAC shall disqualify the said bidder, and shall initiate and complete the post qualification process on the bidder with the second Lowest Calculated Bid.

FINANCIAL COMPONENT ENVELOPE

1. Original of duly signed and accomplished **Financial Bid Form**
2. Original of duly signed and accomplished **Price Schedule(s)**.

Reminder

1. In case of a foreign JV partner, the eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
2. Class "A" documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct.
3. Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 8.5.2 paragraph 4 of the 2016 revised IRR of RA No. 9184, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

ELIGIBILITY REQUIREMENTS FOR FOREIGN BIDDERS UNDER THE RECIPROcity RULES

In the procurement of goods, a supplier, manufacturer and/or distributor who is a citizen, corporation or association of a country whose laws or regulations grant reciprocal rights or privileges allowing Filipino nationals to participate in public procurement in their country, are allowed to participate in government procurement projects.

ELIGIBILITY REQUIREMENTS

TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

10. valid **PhilGEPS Registration Certificate** (Platinum Membership) (all pages)

In lieu of PhilGEPS Certificate of Registration and Membership during the opening of bids, the bidder may submit the following Class "A" Legal Documents:

- **Registration certificate** from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.
- **Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.
- **Tax clearance** per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- **Audited Financial Statements**

In case of a foreign bidder, the above-mentioned may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned.

The Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted.

Technical Documents

11. **Statement of the 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.
12. **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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.

13. **Original copy of Bid Security.** In the form of:
Surety Bond, submit also a certification issued by the Insurance Commission; or
Original copy of Notarized Bid Securing Declaration; and
14. **Conformity with the Technical Specifications,** which may include
production/delivery schedule, manpower requirements, and/or after-sales/parts,
15. **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

16. The bidder's **audited financial statements,** showing, among others, the bidder'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. (a)
17. The bidder's **computation of Net Financial Contracting Capacity (NFCC).**
However, in the case of procurement of Goods, a bidder may submit a committed
Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC
computation.

Class "B" Documents

18. **Valid joint venture agreement (JVA),** in case the joint venture is already in
existence. **or**

In the absence of a JVA, **duly notarized statements from all the potential joint
venture partners should be included in the bid, stating that they will enter
into and abide by the provisions of the JVA in the event that the bid is
successful.**

:

FINANCIAL COMPONENT ENVELOPE

1. Original of duly signed and accomplished **Financial Bid Form**
2. Original of duly signed and accomplished **Price Schedule(s).**
3. **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.

Reminder

1. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
2. Class "A" documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct.
3. Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 8.5.2 paragraph 4 of the 2016 revised IRR of RA No. 9184, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

Procurement forms may be downloaded at <https://www.gppb.gov.ph/downloadables.php>

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
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
Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (c) 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) **Track Record Certifications**
 - *The Satellite Provider must have a track record for Lease Service Delivery of Standard C-Band Space Segment for a minimum of ten (10) years.*
 - *A certification that the satellite provider has the technical knowledge capability for a 24/7, 365 days a year for support service shall be submitted.*
 - *Provision of a complete detailed technical specification of the required Lease Service Delivery of Standard C-Band Space Segment being supplied (See attached Technical Specifications).*
 - *In order to assist the evaluation process, the bidder shall mention the relevant clause No., page No., chapter/section/volume of the offered bid document and/or the brochure and catalogue, wherever applicable, for*

- *the purpose of verification of their technical compliance statement.*
 - *The price of capacity in terms of per annum per Space Segment (along with capacity in MHz) for a 3 year-period and also for likely further extensions.*
 - *Satellite Provider for Lease Service of C-Band Space Segment*
 - *Duration of contract for satellite provider space segment*
 - *Type of contract to pay in (Philippine Peso) direct to satellite provider.*
 - *Satellite details (current and proposed): Bidders shall provide complete details of the satellites on which the space segment is being offered, in respect of the capacity being offered immediately and that proposed to be offered in the time frame within the next twelve (12) months.*
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
 A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (p) *[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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

