



PEOPLE'S TELEVISION
PARA SA BAYAN

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

REQUEST FOR QUOTATION

SVP No. 2021 – 0024

25 August 2021

The People's Television Network, Inc. (PTNI), through its Bids and Awards Committee (BAC), invites interested bidders for the Small Value Procurement of **Supply and Delivery of Fifteen (15) Bundles Broadcast Contract**. The details of the project are as follows:

A. Name of the Project	Supply and Delivery of Fifteen (15) Bundles Broadcast Contract
B Source of Fund:	MOOE 2021
C. Approved Budget for the Contract (ABC):	One Hundred Thirty-Two Thousand Two Hundred Fifty Pesos Only (Php132,250.00)
D. Mode of Procurement:	Procurement will be conducted in accordance with Sec.53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations of Republic Act 9184, otherwise known as "The Government Procurement Reform Act"
E. Documentary Requirements:	Copies of the following eligibility requirements are also required to be submitted along with your quotation/proposal: <ol style="list-style-type: none">1. Mayor's/Business Permit (2021)2. PhilGEPS Registration Number3. Income/Business Tax Return (2020)4. Omnibus Sworn Statement (duly notarized) <p>*only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.</p>

Only Sealed bids/ or E-mail quotations from the eligible bidders will be opened and a contract will only be awarded to the Lowest Calculated and Responsive Bidder who was determined as such during post qualification.

Payment: within 30 calendar days after completion and acceptance.

Price Validity: All price quotations shall be considered as fixed prices and not subject to price escalation during contract implementation.

Deliver: Within twenty (14) calendar days from receipt of Notice to Proceed.

F. Description:

Supply and Delivery of Fifteen (15) Bundles Broadcast Contract.

*Please see attached for the T.O.R. (Terms of Reference)

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

Sealed or E-mail quotations may be submitted on or before 10:00am, 06 September 2021, at the Purchasing Office, Broadcast Complex, Visayas Avenue, Diliman, Quezon City or thru Email add: purchasingdept2018@yahoo.com, respectively.

The PTNI reserves the right to accept or reject any bid to annul the bidding process and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders.


MARIE THERESE D. NICOLAS
Chairperson, BAC II-SVP

TERMS OF REFERENCE:

I. **PROJECT TITLE:**

Broadcast contract for commercial spots/ advertising spots/ single broadcast/ rental of equipment/ sponsorship barter of People's Television Network, Inc., clients.

II. **END USER:**

Sales and Marketing Unit

III. **BRIEF DISCUSSION:**

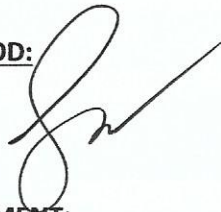
The purpose of this project is for the printing of agreement/ contract between the client and the network.

IV. **APPROVED BUDGET FOR THE CONTRACT:**

One hundred thirty-two thousand two hundred fifty pesos (Php 132,250).

V. **DELIVERY PERIOD:**

2 weeks



VI. **TERMS OF PAYMENT:**

30 Days

VII. **TECHNICAL SPECIFICATIONS:**

Station log

1st page Original (White)

2nd page green (Carbon)

3rd-6th page pink (Carbon)

7th page blue (Carbon)

8th page yellow (Carbon)



People's Television Network, Inc.

Broadcast Complex, Visayas Avenue, Diliman Quezon City

CONTRACT

CHECKLIST

- Single Broadcast
- Commercial/Advertising Spots
- Sponsorship/Barter
- Rental of Equipment

PTNI BC NO.:

Date:

Telecast Order/Broadcast Order No:

Client:

Address:

Tel. No:

Product Description

Airtime Rate

12% VAT

Total

For Single Broadcast/Commercial/Advertising Spots

Total No. of Spots: _____

First Day of Telecast: _____

Last Day of Telecast: _____

Terms of Payment:

Total Cost
of Contract:

Php. _____

People's Television Network, Inc.

Network Representative

By: _____

OIC, Sales and Marketing

Network General Manager

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STANDARD TERMS AND CONDITIONS

I. SINGLE BROADCAST

a. Blocktimer shall procure the approval of the Movie and Television Review and Classification Board (MTRCB) by obtaining the necessary permits therefrom, as well as all the other permits that may be required by the Program, and pay all and any of the local or national permit fees, licenses, charges, and all expenses necessary for the production of the Program.

b. All edited airing materials must be submitted to the Programming Department at least three (3) days before telecast date. Failure by the blocktimer to submit the taped material on time shall render the contracted airtime as utilized which the blocktimer shall pay in full.

c. All airing tapes should be in file-based format. Videos should be clear, sharp, and crisp to maintain an excellent and consistent on-air look. Programs with washed-out videos, poor audio, fluctuating video and audio, VHS-dubbed materials, and the like will not be aired. Materials which do not meet the video and audio quality standards of the Network shall not be accepted for airing.

d. The Programming Department shall not accept any taped material that will go beyond the prescribed running time.

e. Tapes should be properly labelled and be accompanied by a correct running time cue sheet.

f. The Network is entitled to two (2) minutes of commercial spots per hour of telecast.

g. Breakspots or commercial spots aired before and after every Program will be allotted to and sold by the Network.

II. COMMERCIAL/ADVERTISING SPOTS

a. Advertiser shall procure the approval of the Ad Standards Council by obtaining the necessary clearance therefrom, as well as all the other permits that may be required by the commercial/advertisement, and pay all and any of the local or national permit fees, licenses, charges, and all expenses necessary for the airing of the commercial/advertisement.

b. Commercial cue sheets shall be submitted to Traffic Section at least three (3) days before the implementation date.

c. Participating spots. Commercial placements identified as participating spots to a particular program shall stipulate the dates of broadcast or period of days based on published program schedule. The advertiser agrees that the number of repeat or replay episodes shall not exceed the number of original episodes.

d. Competitive spots. For programs longer than 30 minutes, competitive commercials shall have at least one (1) intervening commercial interruption. For 30-minute programs, competitive commercials shall be separated by at least 12 minutes. Spots news coverage programs are exempted from this restriction.

III. SPONSORSHIP OF PROGRAMS/BARTER

a. Advertiser/sponsor shall deliver the goods/services subject of the barter at the date agreed upon by the Parties. Failure on the part of the advertiser/sponsor to perform such obligation shall automatically terminate this contract and the cost of all services already rendered by the Network shall become due and demandable, to be paid in cash by the advertiser/sponsor.

b. The Network may secure quotations of the prevailing market value of the goods/services which shall become the basis of the barter at the time of delivery.

IV. PREEMPTION

a. The Network may preempt the Program or the commercial/advertisement to yield to the broadcast of any public announcement, emergency announcements, updates, information, breaking news or live broadcasts coming from the President of the Republic of the Philippines, legal restrictions, acts of God, strikes, lockouts, or at the direction of national or local authorities, or for any reason beyond the Network's control. Notice of preemptions shall be made known to the client in writing immediately.

b. The Network may offer to air the preempted program or commercial/advertisement at another date however, acceptance of such offer shall be at the client's sole discretion.

V. RENTAL OF EQUIPMENT

a. Only authorized employees of the Network may operate the equipment.

b. Client shall provide external hard drive and/or memory cards, when needed.

c. For shoots/coverage outside Metro Manila, client shall pay the following, in addition to the rental cost/rate for the use of equipment:

c.1. Additional fee of 15% of the cost for OB Van rentals to cover cost of normal wear and tear and ocular inspection;

c.2. Additional fee equivalent to 40% of the total rental cost for portable equipment such as ENG/EFP cameras, cammate, lens, VTR machines, slomo machines, editing/graphics machines, and lights;

c.3. Accommodations and per diem of the coverage crew; and

c.4. Airfare, freight, and other travel expenses.

d. No food and drinks are allowed inside the studio/s, OB Vans, and editing booths.

VI. PAYMENT TERMS

a. Airtime cost payment shall be made on a pay-before-broadcast scheme while rental costs shall be made on a pay-before-use policy unless otherwise stated in this contract. No airing and/or use of equipment shall be made without the official receipt and clearance issued by the Billing and Collections Section of the Network.

b. In case of failure to pay for a broadcast telecast, the Network shall have the sole discretion to either: (1) terminate outright the contract and declare the airtime open; or (2) broadcast the Program or commercial/advertisement and collect the agreed contract price plus a penalty of 10% after 30 days from due date and two percent (2%) compounding interest for every month thereafter.

c. All payments shall be strictly made through the Network's Billing and Collection Section from 9:00 A.M. to 6:00 P.M., Monday through Friday. Payment made to any unauthorized person/s shall not be honored and shall be considered null and void or invalid.

d. Unless otherwise stated on the face of the contract, in case the herein contracted amount does not indicate other fees or taxes (i.e., VAT, withholding tax, etc.), said contracted amount shall be deemed to be EXCLUSIVE of other fees or taxes which shall be subject of collection by the Network.

VII. TERMINATION AND RENEWAL

a. This contract may be terminated by either party by giving written notice to the other party fifteen (15) days prior to the date of termination; provided, that all liabilities or charges due from each party shall have been paid or settled.

b. Either party may pre-terminate this contract for violation of any of its material provision. However, the non-guilty party shall furnish the erring party due notice and reason for pre-termination.

c. This contract may be renewed by mutual agreement signed by both parties.

VIII. GENERAL PROVISIONS

a. Blocktimer/advertiser agrees to hold the Network harmless against loss/damage on account of unfair competition, infringement of trademarks/tradenames, copyrights and/or property rights, resulting from the production and telecast of the program or commercial/advertisement subject of this contract, or any portion thereof, within the blocktimer's/advertiser's control or to which it is privy to.

b. Any and all rights acquired by the blocktimer/advertiser under this contract shall not be assigned, transferred, conveyed, leased, or sold to third parties, nor allowed to be enjoyed by such third parties, without the prior written approval of the Network.

c. A waiver by either party of the terms and conditions of this Contract in any substance shall not be deemed or construed to be a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

d. Any delay or failure in performance hereunder by either Party shall be excused if, and to the extent, caused by occurrences beyond such Party's control, including, but not limited to, decrease or restraints of government, acts of God, force majeure, sabotage or any cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such Party. If as a result of legislation or government action, either Party is precluded from receiving any benefit to which it is entitled hereunder, the Parties shall review the terms hereof so as to restore to the relevant Party the same relative positions as it previously obtained hereunder.

e. This Contract and its terms shall be solely governed by and shall be subject to all the laws, rules and regulations of the Republic of the Philippines, its agencies, and instrumentalities, and other competent authorities.

f. In case court proceedings will be resorted to for collection case/s or for the enforcement of this Contract, the blocktimer/broadcaster shall pay all legal costs plus a sum equal to 25% of the claim as attorney's fees. All court proceedings in relation to this Contract shall be filed in the proper court of Quezon City, to the exclusion of other venues.

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