



PHILIPPINE BIDDING DOCUMENTS

(Procurement of GOODS)

**SUPPLY, DELIVERY, INSTALLATION,
INTEGRATION, TESTING, TRAINING,
AND COMMISSIONING OF 1-SET
DIGITAL TRANSMITTER 4-CHANNELS
(1-FULL HIGH DEFINITION (FHD) AND
3-STANDARD DEFINITION (SD)
PROGRAMS) HEAD-END SYSTEM
WITH COMPLETE STANDARD
ACCESSORIES FOR THE PEOPLE'S
TELEVISION NETWORK INC. (PTNI)
ITB NO. 2024-0007**

Government of the Republic of the Philippines

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

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nation



Section I. Invitation to Bid

***Supply, Delivery, Installation, Integration, Testing, Training, and Commissioning of 1-Set Digital Transmitter 4-Channels (1-Full High Definition (FHD) and 3-Standard Definition (SD) Programs) Head-end System with Complete Standard Accessories for the People's Television Network Inc. (PTNI)
ITB No. 2024-0007***

1. The *People's Television Network, Inc. (PTNI)*, through the **GAA 2024** intends to apply the sum of **seven million seventy-three thousand one hundred seventy-seven pesos (PhP 7,073,177.00)** being the ABC to payments under the contract for **ITB No. 2024-0007**. 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 **within sixty (60) calendar days upon signing of Notice to Proceed (NTP)**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is 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 office hours from 9:00 am - 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **30 August 2024** 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 **five thousand pesos (PhP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

Interested bidders shall pay through any of the following means:

1. Cashier (In Person)

- a. Kindly inform the Secretariat through this number/s 0938-935-3213 upon arrival.
 - b. Observe Minimum Health Protocols
2. PTNI's Bank Account (Land Bank of the Philippines).
- a. Account Name: PTNI
 - b. Account Number: 3212100497
 - c. Kindly Email the proof of payment at the email address given below
6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **10 September 2024, 10:00 AM** at **3rd Floor BAC Secretariat Of ice, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and/or through video conferencing or webcasting via **Google Meet**, which shall be open to prospective bidders.

Google Meet: meet.google.com/ysh-rasm-rjc

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before on or before **24 September 2024, 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 September 2024, 10:30 AM** at the given address below and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Google Meet: meet.google.com/amy-dvmr-dgq

10. 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.
11. 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
 0938-935-3213
www.ptni.gov.ph
12. You may visit the following websites:
 For downloading of Bidding Documents: <https://ptni.gov.ph/procurement/> Procurement forms: <https://www.gppb.gov.ph/downloadable-forms/#tab-61412> or <https://drive.google.com/drive/folders/1-Zxp5ms03u9GHWBp9YOUUgw05eWdzX0V0?usp=sharing>

30 August 2024

JASMINE B. BARRIOS
 Chairperson, Bids and Awards Committee (BAC)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the ***Supply, Delivery, Installation, Integration, Testing, Training, and Commissioning of 1-Set Digital Transmitter 4-Channels (1-Full High Definition (FHD) and 3-Standard Definition (SD) Programs) Head-end System with Complete Standard Accessories for the People's Television Network Inc. (PTNI)***, with identification number ***ITB No. 2024-0007***.

The Procurement Project (referred to herein as "Project") is composed of ***one (1) lot***, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***2024*** in the amount of ***seven million seventy-three thousand one hundred seventy-seven pesos (PhP 7,073,177.00)***.

2.2. The source of funding is: **General Appropriations Act**

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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

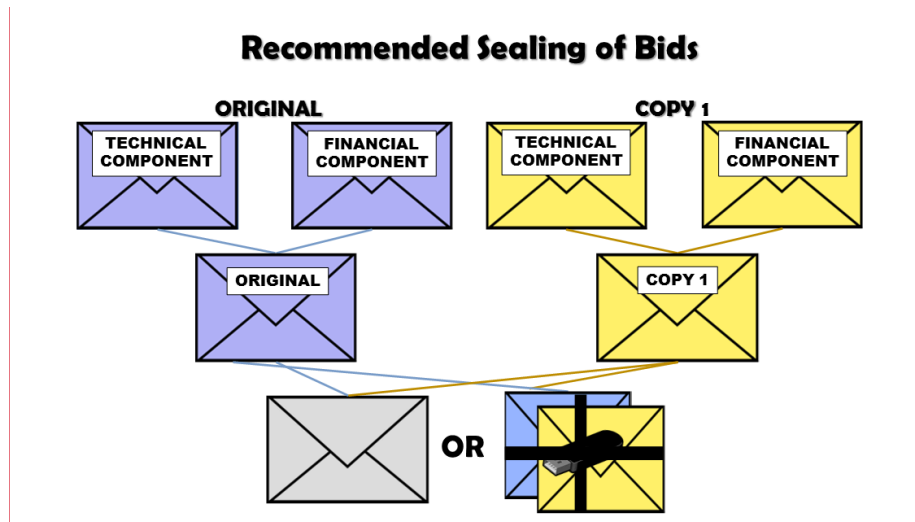
15. Sealing and Marking of Bids

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

As additional requirements, the bidder shall also submit (Copy 1) and an electronic copy in USB Flash Drive (Real PDF, Doc or Docx format) of the first and second components of its Bid. The "Copy 1" shall be stamped "Certified True Copy of the Original" per page with printed name and signature.

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.



JASMINE B. BARRIOS
Chairperson
Bids and Awards Committee
PTNI Broadcast Complex,
Visayas Avenue, Diliman, Quezon City

Bid for: _____
ITB No.: _____
Project Title: _____

Submitted by:
Bidder's Company Name: _____
Bidder's Contact Details: _____

“DO NOT OPEN BEFORE (the date and time of opening of bids)”

A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in this IRR. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

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:

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

20. Post-Qualification

- 20.1.
- 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply, installation, training, and commissioning of Digital Head-end System Broadcast Equipment</i> b. completed within <i>five (5) 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 two percent (2%) of ABC, 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 five percent (5%) of ABC if bid security is in Surety Bond. b. The amount of not less than two percent (2%) of ABC, 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 five percent (5%) of ABC if bid security is in Surety Bond.
19.3	<i>Not Applicable</i>
20.2	<i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i>
21.2	<i>No additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Ricky Galeza and Mr. Joselito Tanggol</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 *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* 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>
	<p>Regular and Recurring Services –</p> <p>[<i>In case of contracts for regular and recurring services, state:</i>] “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<i>Payment shall only be made within thirty (30) calendar days after the appropriate documents and procedures or the like have been complied with as mandated by existing government rules and regulations</i>
4	The inspections and tests that will be conducted are: None

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	Delivered, Weeks/Months
1	Encoders	4-Units	Within sixty (60) calendar days upon signing of Notice to Proceed
2	Multiplexers	1-Unit	
3	Multiplexer Control Terminal (MCT)	1-Set	
4	Included Accessories	1-Lot	
4a	Uninterrupted Power Supply (UPS)	1-Unit	
4b	SDI Reclocking Video Distribution Amplifier	4-Units	
4c	HD/SDI Hum Eliminator/Isolation Transformer	1-Units	
5	<p>Installation & Services Supply, Delivery, Integration, Testing, Training and Commissioning with Extended Warranty & Technical Support Service.</p> <p>Including all the following to be supplied by the winning bidder:</p> <ul style="list-style-type: none"> - 25-meter Royal-cord Type Electrical Wiring - Rack Power Distribution Unit - Switch Hub - LAN Cable - SDI Cable and Connectors - 30A Circuit Breaker - 12Vdc adaptor - TVSS, Voltage Surge Protection 	1 Lot	

Section VII. Technical Specifications

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

General Note:

- All units/equipment must be broadcast quality for digital transmission.
- Supply power for electronics is 220-240 Volt AC/ 60Hz with AC cord.
- All interfaces (I/O ports) should be BNC for video and XLR for audio.
- All standard accessories that come with the equipment must be supplied.

Item	Specification	Statement of Compliance
1	<p>Encoder</p> <ul style="list-style-type: none"> • 1RU Mounting Shelf with Dual Power Supply • H.264 HD/SD/One-Seg Encoder Board <ol style="list-style-type: none"> 1. The encoder should have multi-format video output 2. The encoder can readily support the following video resolutions: <ul style="list-style-type: none"> o HDTV (1080i,1080p,720i,720p) o SDTV (576i,480i,480p) 3. The encoder must readily support embedded audio input of 4 to 16 channels. 4. The encoder must have video encoding capabilities including H.264 standard. 5. The encoder must have the following audio encoding: MPEG- 4 HE AAC format 6. The encoder should facilitate audio streaming using LATM/LOAS or ADTS formats. 	
2	<p>Multiplexer</p> <ul style="list-style-type: none"> • 1RU Mounting Shelf • ISDB-TB Multiplexer Board with • (TS ASI 8 inputs + IP Input, 3 BTS Outputs + IP Output) <ol style="list-style-type: none"> 1. For the input signal, the multiplexer must be able to support a minimum of 4 Transport Stream (TS) inputs, along with Clock Redundancy (CLK), Synchronization (SYNC), and PPS signals, through the MUX IF board. 	

	<p>2. For the output signal the multiplexer should be able to generate a minimum of 2 Transport Stream (TS) output.</p> <p>3. The multiplexer should have the following functionality:</p> <ul style="list-style-type: none"> - Input Bit Rate Limiter - Generation and Re-transmission of PSI/SI Tables (PAT, NIT, CAT, BIT, SDT, or PMT) - PCR Generation, Correction and re-stamping - BTS Generation 	
3	<p>Multiplexer Control Terminal Multiplexer Control Terminal (MCT)</p> <ul style="list-style-type: none"> - 1-Unit 16-Port Gigabit Easy Smart Switch Hub - 1-Set Desktop Computer Server Terminal with complete accessories. <p>Specifications:</p> <ul style="list-style-type: none"> a. Operating System compatible with existing set-up b. Random Access Memory (RAM): Minimum of 16 GB DDR5 or better c. System type: 64-bit Operating System d. Processor: (3.8 GHz base frequency, 8-core, 16 Thread) or better e. Storage: Minimum of 1 terabyte (TB) SSD or better f. License Software & Program with Accessories related g. Complete computer accessories <ul style="list-style-type: none"> i. 27” IPS Panel, 165 Hz Monitor or better ii. Mouse iii. Speaker iv. Microphone v. Keyboard 	
4	<p>Included Accessories</p> <ul style="list-style-type: none"> a. Uninterrupted Power Supply (UPS) b. SDI Reclocking Distribution Amplifier c. HD/SDI Hum Eliminator/Isolation Transformer 	
4a	<p>Uninterruptible Power Supply (UPS)</p> <ul style="list-style-type: none"> • Input 220-240 V, 50/60 Hz, 30 A • Output 220/230/240 V, 50/60 Hz, 27 A 6000VA/4200W • Battery: (192Vdc, 32 A, 72Ah) or better <p>1. The input parameters of the uninterruptible power supply (UPS) should have the same or comparable specifications as the following:</p> <ul style="list-style-type: none"> - INPUT VOLTAGE: 220-230V - RATED FREQUENCY: 50/60 Hz 	

	<ul style="list-style-type: none"> - CURRENT: 30A <p>2. The output parameters of the uninterruptible power supply (UPS) should have the same or comparable specifications as the following:</p> <ul style="list-style-type: none"> - OUTPUT VOLTAGE: 220/230/240 V - RATED FREQUENCY: 50/60 Hz - CURRENT: 30A - POWER RATING: 6000 VA/ 4200 W <p>3. The parameters of battery of the uninterruptible power supply (UPS) should have the same or comparable specifications as the following:</p> <ul style="list-style-type: none"> - VOLTAGE: 192 Vdc or better - CURRENT: 32 A or better - CAPACITY: 7 Ah or better 	
4b	<p>SDI Reclocking Video Distribution Amplifier Single 1x4 Distribution Amplifier, 3G/HD/SD/ASI with Re-clocking</p> <ul style="list-style-type: none"> • 1 input and 4 outputs • Suitable for SDI video up to 1080p60 • Re-clocking • Auto-detect input format • Power: +12VDC 	
4c	<p>HD/SDI Hum Eliminator/Isolation Transformer The hum eliminator should have the same or comparable specifications as the following:</p> <ul style="list-style-type: none"> - 1RU Mounting Shelf - Can support up to 5 channels (input and output) - Should be compatible for both HD and SD 	
5	<p>Installation & Services Supply, Delivery, Integration, Testing and Commissioning (5-Days) Actual Training of Operation and Configuration</p> <p>Including all the following to be supplied by the winning bidder:</p> <ul style="list-style-type: none"> - 20-meters Royal-cord Electrical Wirings - Rack Power Distribution Unit - Switch Hub - LAN Cable - SDI Cable and Connectors - 30A Circuit Breaker - TVSS, Voltage Surge Protection 	

GLOSSARY OF TERMS

1. AC – Alternating Current
2. ADTS - Audio Data Transport Stream
3. ASI - Asynchronous Serial Interface
4. BIT - Bouquet Information Table
5. BTS – Broadcast Transport Stream
6. CAT - Conditional Access Table
7. CC – Closed Caption
8. CLK – Clock Redundancy
9. DDR5 - Double Data Rate 5
10. DTTB – Digital Terrestrial Television Broadcasting
11. EIT - Event Information Table
12. ENC – Encoding
13. EPG – Electronic Program Guide
14. EWBS – Emergency Warning Broadcast System
15. EWDT – Emergency Warning Distribution Table
16. GPS – Global Positioning System
17. HD – High Definition
18. IP – Internet Protocol
19. IPS - In-Plane Switching
20. ISDB-T - Integrated Services Digital Broadcasting – Terrestrial
21. I/O – Input/Output
22. LATM - Low-overhead Audio Transport Multiplex
23. LOAS - Low Overhead Audio Stream
24. LAN – Local Area Network
25. MPEG-4 HE AAC - Moving Picture Experts Group 4 High-Efficiency
Advanced Audio Coding
26. MUX – Multiplexer
27. MUX IF – Multiplexer Interface
28. NIT - Network Information Table
29. PAT - Program Association Table
30. PCR - Program Clock Reference
31. PID - Packet Identifier
32. PPS – Pulse Per Second
33. RAM – Random Access Memory
34. RU – Rack Unit
35. SD – Standard Definition
36. SDI – Series Digital Interface
37. SI/PSI - Service Information/Program Specific Information
38. SDT - Service Description Table
39. SYNC – Synchronization
40. TMCC - Transmission and Multiplexing Configuration Control
41. TS – Transport Stream
42. TVSS – Transient Voltage Suppression System
43. UPS – Uninterruptible Power Supply
44. XML - eXtensible Markup Language
45. XLR - External Line Return
46. BNC Connector - Bayonet Neill-Concelman Connector
47. PPS – Pulse Per Second
48. I/O – Input/Output

PROJECT REQUIREMENT

Supply, Delivery, Installation, Integration, Testing, Training, and Commissioning of 1-Set Digital Transmitter 4-Channels (1-Full High Definition (FHD) and 3-Standard Definition (SD) Programs) Head-end System with Complete Standard Accessories for the People's Television Network Inc. (PTNI)

1. ADDITIONAL REQUIREMENTS

1.1. Track Record Certifications

- 1.1.1. The bidder shall submit a certificate of authorized distributorship and/or dealership from the manufacturer of the offered television broadcast equipment.
- 1.1.2. The bidder shall submit at least one (1) Satisfactory Performance Certificate on a similar project from previous clients/company.
- 1.1.3. The bidder shall submit a track record certification that it has a completed contract for the "Supply, installation, training, and commissioning of digital head-end system broadcast equipment" within five (5) years.
- 1.1.4. The bidder shall submit a certification that it has the technical knowledge and capability for a 24/7, 365 days a year equipment repair, maintenance, and technical support service.
- 1.1.5. The bidder shall submit a certification that guarantees the availability of spare parts, hardware, software, technical support service and workmanship for a minimum of five (5) years after the warranty period.

1.2. Site Inspection

The prospective bidder shall participate in a scheduled site inspection of the project location (PTNI- Quezon City, Metro Manila).

2. SCOPE OF WORK

- 2.1. Supply, Delivery, Installation, Integration, Testing, Training, and Commissioning of 1-Set Digital Transmitter 4-Channels (1-Full High Definition (FHD) and 3-Standard Definition (SD) Programs) Head-end System with Complete Standard Accessories for the People's Television Network, Inc. (PTNI).
- 2.2. Installation of all supplied equipment including electrical wirings, rack power distribution unit, switch hub, LAN, SDI connectors, circuit breakers and other electrical and cabling works of the system as provided by the winning bidder.
- 2.3. All rack-mounted equipment shall be installed in the existing rack cabinet in the Transmitter Room including rack-mount support with proper ventilation of each equipment.
- 2.4. The GPS antenna shall be installed at Transmitter Room Roofdeck, including all the required wirings, brackets, posts and cabling works for the system. Antenna cables shall be placed in a metal conduit.
- 2.5. The Uninterruptible Power Supply (UPS) shall be integrated to the existing and the supplied digital head-end system, including all the

- wiring, and cabling works needed for the system from main input to output power source and installed at the Transmitter Room.
- 2.6. The winning bidder shall submit an as-built block diagram and detailed wiring diagram of all supplied equipment after the commissioning.
 - 2.7. Supply, Install and Integrate the voltage surge protection, transient voltage suppression system (TVSS) unit to the existing digital head-end and the supplied head-end system.
 - 2.8. The grounding system of the supplied head-end shall be connected to the existing grounding system of the Transmitter room.
 - 2.9. Each supplied equipment shall have a grounding connection.
 - 2.10. Provision of weekly technical report on the status of the project to the implementing unit.

3. DIGITAL TERRESTRIAL TELEVISION BROADCASTING (DTTB) HEAD-END SYSTEM CONDITIONS:

- 3.1. The head-end system shall be for ISDB-T Digital Transmission.
- 3.2. The head-end system audio/video coding (ENC), SI/PSI, and TMCC (MUX) shall apply the ISDB-T International Standard.
- 3.3. The head-end system shall have MUX redundancy having a main and a backup MUX with a seamless change-over feature between the main and backup MUX.
- 3.4. The head-end shall have the HD/SD encoder boards, One-Seg Encoder board, ready to integrate EWBS with capability of Closed Caption and EPG, and a multiplexer unit, all inside one cabinet.
- 3.5. The head-end shall have a reliable redundant power supply system with seamless change-over.
- 3.6. The head-end shall be capable and ready for EWBS generation, reception, and transmission as stated in the ISDB-T harmonization document, with EWBS and Superimpose full support, for both 188-bytes TS (for satellite TS distribution, with Compressor unit) and 204-bytes BTS (for local BTS Transmission to modulator with Multiplexer and De-compressor unit).
- 3.7. The head-end system shall support EWBS and Superimpose signaling with manual or automatic activation via EWDT (Emergency Warning Distribution Table).
- 3.8. The head-end shall be capable and ready for Datacasting.
- 3.9. Multiplexers shall be able to do compression.
- 3.10. The head-end system shall be able to deliver four (4) HD/SD.
- 3.11. Multiplexers shall provide automatic redundancy per input and service with internal switch-over.
- 3.12. Multiplexers shall provide bitrate Limiter per input and service for BTS Protection.
- 3.13. All interconnecting cables and connectors should be of a reputable brand, high quality, and compatible with the digital system.
- 3.14. All head-end controls shall be clearly labeled as an aid in servicing and troubleshooting Inter – connecting electrical wiring shall be identified with wire number stamped along the entire length of each wire and cable.
- 3.15. Head-end system shall be a Scalable System Architecture

- 3.16. Head-end system shall be highly reliable with automatic restart within sixty (60) seconds after recovery from power failure.
- 3.17. All audio/video samples and remote-control interconnect sockets shall be provided and conveniently located in the control cabinet.
- 3.18. Lighting protection devices shall be provided.
- 3.19. The grounding wire for the Head-end shall make use of a flat copper strip or copper wire of appropriate size.
- 3.20. Head-end system shall be protected from voltage surge grounding
- 3.21. Head-end system shall have a Global Positioning System (GPS) with an external Antenna installed and integrated.
- 3.22. The multiplexer of the head-end system shall have 1PPS, 10 MHz in its input for audio & video timing & synchronization.
- 3.23. Head-end system shall provide Closed Caption full support for generation and multiplexing from CC Embedded in Input signal and Outputted subtitle Packet Ready and Capable.
- 3.24. Head-end shall provide EPG full support for generation of multiplexing, from locally generated XML files and Outputted EIT Table packet ready and capable.

4. TESTING AND COMMISSIONING

- 4.1. The unit/equipment supplied including its accessories shall be fully tested at the factory before shipment and supported by a certificate that it passed the quality assurance/quality control of the manufacturer.
- 4.2. The winning bidder shall be responsible for bringing in all test instruments, equipment, special tools, and accessories needed by its designated field technical support engineer/s to completely carry out the installation and proof of performance activity.
- 4.3. The winning bidder shall conduct actual testing on-site upon delivery of the equipment.
- 4.4. The winning bidder's field engineer should coordinate with the PTNI supervisor/engineer/technical personnel in-charge during installation.
- 4.5. All concerns on the parameters and performance of the supplied equipment determined during actual testing/commissioning shall be resolved by the winning bidder within the delivery period.
- 4.6. The winning bidder shall conduct actual hands-on operation, orientation to set-up, parameter setting, re-naming and/or calibration for minor/major configuration and for normal operations, in coordination to the procuring entity, as part of the issuance of the certificate of final acceptance.

5. TRAINING

- 5.1. The winning bidder shall provide five (5) days of actual training on site to the PTV Transmitter personnel through the Project Management Office in coordination with Human Resource Section with emphasis on installation and re-configuration of the digital head-end system, as well as the actual set-up, adjustments, diagnostics checkup and preventive maintenance of the software parameters and hardware components of the whole system/unit/equipment. The training should focus on ensuring integration and optimal performance on the existing and newly installed equipment.

- 5.2. Training equipment and materials shall be provided by the winning bidder.
- 5.3. Training Certificates shall be issued after the activity.

6. TECHNICAL SUPPORT SERVICE AND MANUALS

- 6.1. The winning bidder shall provide technical support service engineers available for telephone, internet, online, or on-site support service 24 hours a day, 365 days a year to answer questions and provide recommendations for emergency concerns regarding equipment operation, action, remedies for unit/equipment failure and other technical concerns that may arise.
- 6.2. The winning bidder shall provide the technical report and/or letter to inform the PTNI of any problem/concern/modifications and improvement to the equipment. This information shall also provide instructional materials and procedures that need to be updated from hardware/software/accessories when necessary.
- 6.3. The winning bidder shall provide Technical Manuals in two (2) sets of colored Hard copy files and Two (2) sets of soft copy files stored in USB flash drives, free of charge and written in English language. These manuals should include installation, set-up procedures and operating instructions, maintenance and troubleshooting procedures. It should also include the parts list which shall indicate the manufacturer part number, circuit description and generic part number of components.

7. WARRANTIES

- 7.1. The winning bidder shall provide three (3) years warranty for the hardware, software, firmware, technical support service and workmanship of the supplied equipment.
- 7.2. The warranty shall cover all repairs and/or replacements of defective equipment, parts, and accessories at the cost of the provider/bidder account including the shipment.
- 7.3. The warranty shall cover software support, including but not limited to the reconfiguration of program channels and configuration of software parameters, for the duration of the warranty period.
- 7.4. The winning bidder shall be responsible for ensuring the proper functioning and performance of all software components supplied, and shall promptly address within eight (8) to sixteen (16) hours upon notification any issues related to software functionality within the warranty period.
- 7.5. The winning bidder shall guarantee the availability of spare parts, hardware, software, technical support service and workmanship for a minimum of five (5) years after the warranty period.
- 7.6. The winning bidder shall provide technical support on-site or online at any given time, especially in times of emergency situations within a minimum of five (5) years after the warranty period.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Additional Documents

- (g) The bidder shall submit a certificate of authorized distributorship and/or dealership from the manufacturer of the offered television broadcast equipment
- (h) The bidder shall submit at least one (1) Satisfactory Performance Certificate on a similar project from previous clients/company.
- (i) The bidder shall submit a track record certification that it has a completed contract for the “Supply, installation, training, and commissioning of digital head-end system broadcast equipment” within five (5) years.
- (j) The bidder shall submit a certification that it has the technical knowledge and capability for a 24/7, 365 days a year equipment repair, maintenance, and technical support service.
- (k) The bidder shall submit a certification that guarantees the availability of spare parts, hardware, software, technical support service and workmanship for a minimum of five (5) years after the warranty period.

Financial Documents

- (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.

Forms

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]

[Letterhead of the Bidder]

***Statement of ALL ongoing government and private contracts
(Including contracts awarded but not yet started)***

NAME OF THE PROJECT :

BIDDER's COMPANY NAME :

COMPANY ADDRESS :

Item No.	Name of Contract Date of Contract Contract Duration	Owner's Name and Address/ Party Contracting with Bidder	Kinds of Goods	a) Amount of Contract b) Value of Outstanding Contracts	Date of Delivery
GOVERNMENT					
	a) b) c)			a) b)	
PRIVATE					
	a) b) c)			a) b) c)	

Instructions:

1. Indicate the correct and complete information required for each contract.
2. Date of Delivery indicates the projected date/s provided in their respective contracts.
3. In case there are no ongoing contracts, put N/A or None.

Submitted by: _____

Designation: _____

Date: _____
(Printed Name and Signature)

[Letterhead of the Bidder]

***Statement of the bidder's
Single Largest Completed Contract (SLCC)***

NAME OF THE PROJECT :
 BIDDER's COMPANY NAME :
 COMPANY ADDRESS :

Name of Contract Date of Contract Contract Duration	Owner's Name and Address/ Party Contracting with Bidder	Definition or description of the similar project or major categories of work	Amount of Completed Contract	Date of Delivery

Instructions:

1. Indicate the correct and complete information required for each contract
2. **Attach End-user's Acceptance OR Official Receipt(s) OR Sales Invoice issued for the contract.**

Submitted by: _____

Designation: _____

Date: _____
 (Printed Name and Signature)

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: _____

NOTE: under Sec 32.2.1 (a) of RA9184 “Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) or dash (-) for the said item would mean that it is being offered for free to the Government** “

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: _____

NOTE: under Sec 32.2.1 (a) of RA9184 “Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) or dash (-) for the said item would mean that it is being offered for free to the Government“

