



Republic of the Philippines  
*Department of Agriculture*  
**Philippine Center for Postharvest Development and Mechanization**  
Science City of Muñoz, Nueva Ecija, Philippines  
[www.philmech.gov.ph](http://www.philmech.gov.ph)

# Negotiation Documents

(Negotiation - Two-Failed Biddings Pursuant to Sec. 53.1 of 2016 Revised IRR of RA 9184)

## **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION**

**(PHilMech-RCEF-23-10-27-NP)**

Schedule of Activities:

Pre-Negotiation Conference:

**October 16, 2023; 10:00AM**  
Auditorium, PHilMech Main Office  
Science City of Muñoz, Nueva Ecija

Submission & Opening of Best and Final Offer:

**October 20, 2023; 10:00AM**  
Auditorium, PHilMech Main Office,  
Science City of Muñoz, Nueva Ecija

**Sixth Edition  
July 2020**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation for Negotiation.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1. Scope of Bid .....	10
2. Funding Information.....	10
3. Requirements for Negotiated Procurement.....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	10
5. Eligible Bidders.....	10
6. Origin of Goods .....	11
7. Subcontracts .....	11
8. Pre-Negotiation Conference .....	11
9. Checklist of Requirements.....	
<b>Error! Bookmark not defined.</b>	
10. Bid Prices .....	11
11. Bid and Payment Currencies .....	12
12. Bid Security .....	12
13. Sealing and Marking of Bids .....	13
14. Deadline for Submission of Bids .....	13
15. Opening and Preliminary Examination of Bids .....	13
16. Domestic Preference .....	13
17. Detailed Evaluation and Comparison of Bids .....	14
18. Post-Qualification .....	14
19. Signing of the Contract .....	14
<b>Section III. General Conditions of Contract .....</b>	<b>15</b>
1. Scope of Contract .....	16
2. Advance Payment and Terms of Payment .....	16
3. Performance Security .....	16
4. Inspection and Tests .....	16
5. Warranty .....	17
6. Liability of the Supplier .....	17
<b>Section IV. Special Conditions of Contract .....</b>	<b>19</b>
<b>Section V. Schedule of Requirements .....</b>	<b>20</b>
<b>Section VI. Technical Specifications .....</b>	<b>21</b>
<b>Section VII. Checklist of Technical and Financial Documents .....</b>	<b>29</b>

# *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 for Negotiation*



## INVITATION FOR NEGOTIATION

### ***SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION*** (PHilMech-RCEF-23-10-27-NP)

1. The **Philippine Center for Postharvest Development and Mechanization (PHilMech)** through its **FY 2023 Regular Fund** intends to apply the below-specified amount, being the Approved Budget for the Contract (ABC), as indicated herein to payments under the contract for the **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION**. Bids received in excess of the ABC shall be automatically rejected during bid opening.

<b>PARTICULARS</b>	<b>ABC (PhP)</b>	<b>COST OF BIDDING DOCUMENTS (PhP)</b>
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION	5,000,000.00	5,000.00

2. The **PHilMech** now invites bids from eligible bidders for the **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION**. Delivery of the GOODS is required within **One Hundred Eighty (180) calendar days** from receipt of the Notice to Proceed. Bidders should have completed within ten (10) years from the date of submission and receipt of bids a contract similar to the project. For this purpose, a similar contract shall refer to any contract for the **Establishment of Community Radio Station**.
3. Bidding will be conducted through **Negotiated Procurement (Two-Failed Biddings)** pursuant to Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of the Republic Act 9184, otherwise known as the "Government Procurement Reform Act", including its Annex H.

The BAC will engage in negotiations with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer shall be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.

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 5183.

4. Interested Bidders may obtain further information from the **PHilMech** and inspect the Negotiation Documents at the address given below from 8:00 am to 5:00 pm.
5. A complete set of Negotiation Documents may be acquired by interested Bidders during office hours from **October 10 to October 20, 2023** from the address given below upon payment of the applicable fee for the Negotiation Documents as specified above.

Bidders may also opt to deposit in cash the applicable fee to the PHilMech's Official Bank Account: Landbank of the Philippines (LBP) Account Name: PHILMECH TRUST FUND; Account No. 2962-1023-63 and by presenting or sending the proof of payment e.g. bank deposit slips to the address written below or email to [bac@philmech.gov.ph](mailto:bac@philmech.gov.ph) subject to the condition that the bank service charge will be shouldered by the bidder.

The Negotiation Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity provided that Bidders shall pay the applicable fee for the Bidding Documents before the submission of their Bids.

6. The **PHilMech** will hold a Negotiation Conference on **October 16, 2023; 10:00AM** at the **Auditorium, PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija**, which shall be open to prospective bidders.

Interested bidders may opt to attend via video conferencing and pre-register on the email address provided below to signify their intention to participate. A Personal Meeting ID shall be provided to the authorized representative upon registration.

7. **Best and final quotations** must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before **10:00AM of October 20, 2023**. Late Bids shall not be accepted.
8. Bid opening shall be on **October 20, 2023; 10:00AM** at the address given below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **PHilMech** 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 Section 35.6 and Section 41 of RA9184 and its IRR and GPPB Resolution No. 09-2020 without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please contact:

The BAC Secretariat,  
PHilMech Administrative Division-Procurement Management Section  
CLSU Compound, Science City of Muñoz, Nueva Ecija  
Contact No. 0917 301 8242  
E-mail: [bac@philmech.gov.ph](mailto:bac@philmech.gov.ph)

12. Interested bidders may also visit the following websites:

For downloading of Bidding Documents:  
[www.philmech.gov.ph](http://www.philmech.gov.ph)  
<https://old.philmech.gov.ph/?page=bidding>

**NELSON C. SANTIAGO, Ph.D.**  
BAC Chairperson

**NOTICE/ANNOUNCEMENT**

PHILMECH DOES NOT CONDONE ANY FORM OF SOLICITATION FROM ANY PROSPECTIVE BIDDER BY ANY OF ITS STAFF/EMPLOYEE OR BY ANY OTHER PARTY. ANY ACTIVITY OF THIS NATURE MAY BE IMMEDIATELY REPORTED TO THE OFFICE OF THE DIRECTOR OR TO ANY APPROPRIATE LAW ENFORCEMENT AGENCY FOR ENTRAPMENT AND/OR INVESTIGATION.



***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Philippine Center for Postharvest Development and Mechanization (PHilMech)* wishes to receive Bids for the *SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION*, with identification number (*PHilMech-RCEF-23-10-27-NP*).

The Procurement Project *SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION* 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 **FY 2023** in the amount of **Php 5,000,000.00**.

2.2. The source of funding is **NGA**, the General Appropriations Act or Special Appropriations.

## 3. Requirements for Negotiated Procurement

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 **IN** 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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. 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**

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Negotiation Conference**

The Procuring Entity will hold a negotiation conference for this Project on the specified date and time and either **at the PHilMech Auditorium and/or video conferencing/webcasting** as indicated in paragraph 6 of the **IN**.

## **9. Checklist of Requirements**

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)

**in accordance with Section 8.5.2 of the IRR;**

- (b) 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**
- (c) Original of duly signed and accomplished Quotation Form

## **10. Bid Prices**

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

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

## **11. Bid and Payment Currencies**

12.1 For Goods that the Bidder will supply from outside the Philippines, the bid prices shall be quoted in the local currency.

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

## **12. Bid Security**

- 13.1 The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security allowed under Section 27.2 of the 2016 Revised Implementing Rules and Regulations.
- 13.2 The Bid and bid security shall be valid until *February 17, 2024 or one hundred twenty (120) calendar days after the opening of bids in the event of a change in 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.

### **13. Sealing and Marking of Bids**

Each Bidder shall submit three (3) copies of the first and second components of its Bid.

### **14. Deadline for Submission of Bids**

The Bidders shall submit its best and final offer on the specified date and time as indicated in paragraph 7 of the **IN**.

### **15. Opening and Preliminary Examination of Bids**

- 16.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IN**. 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.

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

### **16. 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.

---

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

## **17. Detailed Evaluation and Comparison of Bids**

- 19.2. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.3. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.4. 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.
- 19.5. The Project shall be awarded as follows:

**One Project having several items that shall be awarded as one contract.**

- 19.6. 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.

## **18. 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**.

## **19. 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. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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 IV. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b> 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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) <b>and Terms of Reference (TOR).</b></p> <p>For purposes of this Clause the Procuring Entity’s Representative of the project is <i>Ms. Isis Davalos, Science Research Specialist II.</i></p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <li>A. First Payment (15%) – Submission of Work Plan, and endorsement letter from DA-Central Office</li> <li>B. Second Payment (15%) – Conduct of Training on radio broadcasting for the radio station personnel and other stakeholders in the community.</li> <li>C. Third Payment (40%) – Purchase of equipment, antenna and other pieces of electronics equipment</li> <li>D. Fourth Payment (25%) – Establishment of PHilMech Radio Station</li> <li>E. Fifth Payment (5%) – Submission of copies of NTC Permits, produced materials e.g. Station ID, advocacy plugs, list of equipment</li> </ul>
4	“Not Applicable”
5.1	<p><b><i>The Procuring Entity’s address for notice is philmech_bac@yahoo.com.ph</i></b></p> <p><b><i>The Bidder’s address for notice is the e-mail address indicated in the bidder’s Omnibus Sworn Statement (OSS)</i></b></p> <p><b><i>Service of pertinent notices related to this bidding through Electronic Mail (e-mail) to the email address provided by the bidder in the OSS shall be tantamount to proof of actual service and shall be deemed received by the bidder on the date of service or email.</i></b></p>

## *Section V. Schedule of Requirements*

**RE: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE  
ESTABLISHMENT OF PHILMECH RADIO STATION  
(PHilMech-RCEF-23-10-27-NP)**

<p style="text-align: center;"><b>Lot no/s. being bid:</b></p> <hr style="width: 80%; margin: 10px auto;"/>	<p style="text-align: center;"><b>Name and Signature of Authorized Representative:</b></p> <hr style="width: 80%; margin: 10px auto;"/>
---	---

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

<b>Item Number (LOT No.)</b>	<b>PARTICULARS</b>	<b>Delivered, Weeks/ Months</b>
1	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE ESTABLISHMENT OF PHILMECH RADIO STATION	180CD

\_\_\_\_\_  
Signature over Printed Name of Bidder

\_\_\_\_\_  
Position/Designation

\_\_\_\_\_  
(Name, Address & Tel. No. of Company)

\_\_\_\_\_  
Date

## ***Section VII. Technical Specifications***

# Technical Specifications

**RE: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE  
ESTABLISHMENT OF PHILMECH RADIO STATION  
(PHilMech-RCEF-23-10-27-NP)**

<b>Lot no/s. being bid:</b>  _____	<b>Name and Signature of Authorized Representative:</b>  _____
--	--

		<b>Statement of Compliance</b>
<b>QUANTITY</b>	<b>SPECIFICATION</b>	<p>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.</p>
	<b>Supply, Delivery, Installation and Commissioning of the Establishment of PHilMech Radio Station</b>	
	Who is into wired broadcasting that provides information services like installation of small radio stations for a non-commercial/non-profit entities	

	<b>Technical Specifications:</b>	
1 unit	300Watts-ERP600Watts FM Radio Transmitter: Branded-Imported parts, assembled in the Philippines, permitted by NTC.	
1 lot	4-Bay Antennae System: Circularized Polarized Antenna with power divider, harness cable, brackets, nuts and bolts. Can operate from 87.5 - 108 MHz.	
1 lot	80-100 Feet Monopole Guyed Tower with complete accessories, including foundations, lightning arrester and tower light.	
1 lot	Grounding System and Surge Suppressor	
1 unit	Compressor/Limiter	
1 unit	12 Channels Professional Analog Broadcast Console	
1 unit	Hybrid phone patching on-air system	
2 units	Anchor & Guest Microphones (cardiod condenser,with shock mount & pouch)	
2 units	Microphone Arm with riser	
2 units	Desktop Computer (generic with broadcast programs software and licensed music)	
1 lot	Announcers Booth	
1 lot	Radio Technician / IT Booth	
1 lot	Recording Room	
1 unit	Automatic Voltage Regulator (AVR) 5KVA, with over voltage tactionion	
1 unit	8 Channels Professional sound mixer	
150ft	Heliac Cable Foam Type 1/2 inch with connectors.	
2 units	Wall mount powered speakers	
2 units	Stereo Headphones	
4 units	UPS, 1000 VA	
1 lot	Audio Cable	
1 lot	Assorted Audio Connector	
	<b>Radio Operations Requirements</b>	
1 lot	Planning; Radio Frequency Feasibility Study and Determination of Field Intensity Contours; NTC Permits; Transmitter Electrical System Installation; Transmitter Installation, Testing, and Commissioning; Antenna Installation, Testing, and Commissioning; Studio System, Testing and Commissioning; Post Study ( Signal Strength Monitoring - actual field work)	
1 lot	Social Media Video Streaming	
1 lot	Radio Broadcasting Training for announcers and radio staff	
2 batches; 8 modules	Broadcasting Skills Training Mod Develop Training Modules	
1 unit	FM Radio Monitor On-Air	
1 lot	Program Stingers, canned plugs	

1 lot	Radio Clock Program	
1 lot	Station ID	
1 lot	Develop Training Modules	
	<b>Other Operation Requirements:</b>	
2 batches; 8 modules	Technical Assistance and Mentoring for 6 months on Radio Management and Operations	
2 batches; 8 modules	Broadcasting Skills Training Mod Develop Training Modules	

I hereby certify that the Statement of Compliance to the Foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Signature over Printed Name of Bidder

\_\_\_\_\_  
Position / Designation

\_\_\_\_\_  
(Name, Address & Tel. No. of Company)



## ANNEX A

### TERM OF REFERENCE

#### **(Hiring of a Company/Contractor to Install a Community Radio Station and to Train Radio Station Personnel in promoting PHilMech Programs and Advocacies)**

#### **I. Contract Description:**

##### **I. Background**

In the Philippines, Community Radio has been widely used to bring about development and social change. It has been used as a communication tool to mobilize communities to support development initiatives, either those initiated by the government, international agencies, or local National Government Organizations (NGOs). Also, radio is the most accessible, participatory and effective medium to reach people in the developing world, giving voice to people to air and to seek solutions to problems.

PHilMech, an attached agency of the Department of Agriculture, will be establishing a community radio station using Frequency Modulation (FM) band to advance its mandate and advocacy in the implementation about shared facilities for the processing component of the Coconut Farmers and Industry Development Plan (CFIDP), CCEF, and the Livestock Industry Development Programs apart from PHilMech's regular programs. Likewise, the agency generates a lot of research activities and technologies, and shared through extension and training services. Thus, the radio station will be a good medium in disseminating technologies and research results for farming and agriculture communities in Central Luzon.

##### **II. Objectives**

###### **General Objective:**

To initially establish PHilMech Community Radio Station and subsequently expand thus

###### **Specific Objective**

- to purchase equipment and set-up functional radio station system at PHilMech
- to organize and train selected personnel to operate said radio station
- to consolidate a radio program format
- to expand the area coverage of the radio station
- to replicate PHilMech-based radio station in the Bicol, Visayas and Mindanao Regions

##### **III. Contract Requirements / Scope of Services:**

The Contractor/Company with at least Ten (10) years of extensive experience shall be responsible for setting up the Community Radio at PHilMech compound, Science City of Muñoz, Nueva Ecija. More Specifically, the Contractor/Company shall:

1. Formulate a plan of work and implementation schedule on the setting up of Community Radio in PHilMech compound, Science City of Muñoz, Nueva Ecija. The specific area where the radio station will be installed will be identified by the

contractor within the premises of PHilMech. The area should pass National Telecommunications Commission (NTC) technical requirements.

2. Conduct training about community radio broadcasting, particularly on the operation and management of the radio station and for the station personnel of PHilMech. The contractor will also develop the training syllabus to be used and will include topics such as development of program design, radio production, interviewing techniques, using social media applications for live streaming, ethics in broadcasting among others.
3. In behalf of DA-PHilMech, secure the necessary licenses from the NTC.
4. Purchase a locally assembled FM Radio Transmitter permitted by NTC, with Antennae system and install the production and other pieces of broadcast equipment appropriate for the size and needs of PHilMech.
5. Develop Station ID for the PHilMech Community Radio and advocacy plugs on PHilMech frontline services, technology updates and national development programs it leads and among others.
6. Submit to PHilMech the following:
  - a. Training syllabus and reference materials used during the trainings
  - b. Permits and/or Licenses and copy of application forms with supporting documents for the following: permit to purchase broadcast equipment, permit to possess broadcast equipment, radio construction permit and Permit to Operate
  - c. Document showing the list of radio station equipment provided with serial numbers and other information.

#### **IV. Other Contract Obligations**

##### **Expected Deliverables**

<b>OUTPUT</b>	<b>TIMELINE</b>
1. Secure FM radio frequency and licenses from NTC.	1 month
2. Purchase a locally assembled FM radio transmitter (300 watts, ERP 600 watts) with 4-bay antennae system and other required pieces of broadcast/production equipment.	2 months
3. Conduct the following activities	1 month
- Transmitter installation, testing and commisioning	
-Broadcast/Production System, installation, testing and Commissioning	
-Antennae Installation, Testing and Commissioning	
-Licensed Radio Technician/IT Specialist Training	
-Field Work (Broadcast Reach Monitoring)	
-Conduct 3 batches of radio broadcast and on-line trainings	2 months
a. Develop training modules	

b. Provide guide for program designs	
-Provide technical assistance and mentoring for sustainability (one year of contract period)	1 year
- Create a station ID	
- Organize management of the radio station	
4. Provide trainer (s)/coach(es) to teach and educate staff to operate and maintain the radio station	

## V. Contract Representations and Warranties

### Responsibilities of Parties

For the part of PHilMech, it will:

1. Identify and select the Company/Contractor that will implement the project. The Company/Contractor or its members must be active radio broadcast practitioners, journalists, trainers and have an extensive experience specific to the scope of work.
2. Review and approve the plan of work and implementation schedule, training modules and script of advocacy plugs and station ID.
3. Assign a focal person to oversee and coordinate the requirements of the contractor
4. Provide a space for the radio studio
5. Process payment to the contractor after receipt of the required output.

For the part of Contractor, it will:

1. Formulate a plan of work and implementation schedule on the setting up of Community Radio in PHilMech compound, Science City of Muñoz, Nueva Ecija. The specific area where the radio station will be installed will be identified by the contractor within the premises of PHilMech. The area should pass National Telecommunications Commission (NTC) technical requirements.
2. Conduct training about community radio broadcasting, particularly on the operation and management of the radio station and for the station personnel of PHilMech. The contractor will also develop the training syllabus to be used and will include topics such as development of program design, radio production, interviewing techniques, using social media applications for live streaming, ethics in broadcasting among others.
3. In behalf of DA-PHilMech, secure the necessary licenses from the NTC.
4. Purchase a locally assembled FM Radio Transmitter permitted by NTC, with Antennae system and install the production and other pieces of broadcast equipment appropriate for the size and needs of PHilMech.
5. Develop Station ID for the PHilMech Community Radio and advocacy plugs on PHilMech frontline services, technology updates and national development programs it leads and among others.
6. Submit to PHilMech the following:
  - Training syllabus and reference materials used during the trainings

- Permits and/or Licenses and copy of application forms with supporting documents for the following: permit to purchase broadcast equipment, permit to possess broadcast equipment, radio construction permit and Permit to Operate
- Document showing the list of radio station equipment provided with serial numbers and other information.

## VI. Project Cost

The total project cost is Php. 5,000,000.00 (inclusive of VAT) charged against the 2023 PHilMech Coco Levy Fund.

## VII. Terms of Payment

The contractor shall be paid in tranches as follows:

ACTIVITY	AMOUNT
First Payment (15%) – Submission of Work Plan, and endorsement letter from DA-Central Office	PhP 750,000.00
Second Payment (15%) – Conduct of Training on radio broadcasting for the radio station personnel and other stakeholders in the community.	PhP 750,000.00
Third Payment (40%) – Purchase of equipment, antenna and other pieces of electronics equipment	PhP 2,000,000.00
Fourth Payment (25%) – Establishment of PHilMech Radio Station	PhP 1,250,000.00
Fifth Payment (5%) – Submission of copies of NTC Permits, produced materials e.g. Station ID, advocacy plugs, list of equipment	PhP 250,000.000
Grand Total	PhP 5,000,000.00

## VIII. Timeframe/Duration

The radio station of PHilMech will be planned and installed within six (6) months (*with allowable delay due to unexpected events/incidents*).

## IX. Contract Effectivity and Grounds for Termination

Failure on the part of contractor to comply with the requirements shall be cause for imposition of penalty of 1/10 of 1% per day of delay of the total project cost or the contractor's termination as provided by existing government accounting and auditing rules and regulations.

# ***Section VII. Checklist of Technical and Financial Documents***

## Checklist of Requirements

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**
- (b) 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**
- (c) Original of duly signed and accomplished Quotation Form

**Quotation Form (Lot No.)**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

We, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* for the sum of *[total Bid amount in words and figures]* or the total calculated bid price. 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]*,

If our offer is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule;
- b. to provide a performance security in the form, amounts, and within the times prescribed in RA9184;

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## BID SECURING DECLARATION FORM

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

**BID SECURING DECLARATION**  
**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE**  
**ESTABLISHMENT OF PHILMECH RADIO STATION**  
*[PhilMech-RCEF-23-10-27-NP]*

<b>Lot no/s. being bid:</b>  _____	<b>Name and Signature of Authorized Representative:</b>  _____
--	--

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

I/We<sup>2</sup>, 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 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 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;

---

<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.



- (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;
- (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'S AUTHORIZED REPRESENTATIVE]*  
*[Insert Signatory's Legal Capacity]*  
 Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**  
 Serial No. of Commission \_\_\_\_\_  
 Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
 Roll of Attorneys No. \_\_\_\_\_  
 PTR No. \_\_\_\_\_ [date issued], [place issued]  
 IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of \_\_\_\_\_

