PHILIPPINE BIDDING DOCUMENTS

Bidding Documents for the Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations - EPA

NATIONAL NUTRITION COUNCIL Taguig City

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF HEALTH NATIONAL NUTRITION COUNCIL

2332 CHINO ROCES AVENUE EXTENSION TAGUIG CITY

Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations (Early Procurement Activities)

- 1. The **NATIONAL NUTRITION COUNCIL** (**NNC**), through the General Appropriations Act (GAA) of 2023 intends to apply the sum of **Three Million Pesos only (Php3,000,000.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The National Nutrition Council now invites bids for the Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations, categorized as follows:

OBJECT OF BIDDING									
Particulars	Approved Budget for the Contract (ABC)	Amount of Bid Document (Non-refundable)							
Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations	Php3,000,000.00	Php 5,000.00							
Total Approved Budget for the Contract (ABC)	Php3,000,000.00	Php 5,000.00							

Delivery of the Goods is required in the **Schedule of Requirements.** Bidders should have completed, within three (3) 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 the National Nutrition Council and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. 5:00 p.m. Minimum health standards shall be observed.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on December 2-20, 2022 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, as stated in the above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

- 6. The National Nutrition Council will hold a Pre-Bid Conference¹(face to face) on December 7, 2022 at 2:00 p.m. at NNC Board Room, National Nutrition Council, 2332 Chino Roces Avenue Extension, Taguig City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission on or before **December 7, 2022 at 2:00 p.m.** 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 **December 20, 2022 at 2:00 p.m**. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The NNC-BAC and all concerned are hereby enjoined to strictly follow the provision stipulated in IRR of R.A. 9184, Section 33.1 "From submission and receipt of bids until the approval by the HOPE of the ranking of short-listed bidders, those that have submitted their bids are prohibited from making any communication with any BAC member, including its staff and personnel, as well as its BAC Secretariat and TWG, regarding matters connected to their bids. However, the BAC, through its Secretariat, may ask in writing the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing.
- 11. The National Nutrition Council 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.

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¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

12. For further information, please refer to:

Ms. Imelda M. Catapang Administrative Officer I Head, Secretariat National Nutrition Council 2332 Chino Roces Avenue Extension Taguig City Telefax No. 8816-4239 imc_nnc@yahoo.com

13. You may visit the following websites:

For downloading of Bidding Documents: www.nnc.gov.ph and notices.philgeps.gov.ph

CHONA M. FERNANDEZ

Chair, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, National Nutrition Council (NNC) wishes to receive Bids for the Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations with identification number EPA-2023-05.

The Procurement Project (referred to herein as "Project") is composed of Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations, the details of which are described in Section VII (Technical Specifications and Terms of Reference).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for General Appropriations Act of CY2023 in the amount of Three Million Pesos only (Php 3,000,000.00).
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations Act or Special Appropriations.

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 **ITB** 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 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;
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

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 at NNC Board Room, National Nutrition Council, 2332 Chino Roces Avenue Extension, Taguig City 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 *three* (3) *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 Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **April 20, 2023** (120 calendar days). Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

² 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.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the

- case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 - Option 1 One Project having several items grouped into one lot, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB											
Clause											
5.3	For this purpose, contracts s	similar to the Proj	ect shall be:								
	a. Provision of related	items that underw	vent public bidding.								
	b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.										
7.1	Subcontracting is not allowed.										
12	The price of the Goods shall be quoted DDP to various provinces or the applicable										
14.1	International Commercial Terms (INCOTERMS) for this Project. The bid security shall be in the form of a Bid Securing Declaration, or any of the										
14.1	following forms and amoun		Did Securing Deer	aradion, or any or the							
			Amount of B (equal to % o								
	Object of Bidding	Approved Budget for the Contract (ABC)	(b.i.1) Cash, Cashier's/Manager's check, bank draft guarantee confirmed by a Universal or Commercial Bank. (b.i.2) Irrevocable letter of credit issued by a Universal or Commercial Bank; provided however, that is shall confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. Two percent (2%); or	(b.i.3) Surety bond callable upon Demand issued by a surety or Insurance company duly Certified by the Insurance Commission as authorized to Issue such security. Five percent (5%)							
	Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations	Php3,000,000.00	Php60,000.00	Php150,000.00							
	Total Approved Budget for the Contract (ABC)	Php3,000,000.00	Php60,000.00	Php150,000.00							
10.2											
19.3	Object of Bio	dding	Approved Budget fo	or the Contract (ABC)							
	Services of Radio Equipment Suppli Nutriskwela Community Radio Stati		Php3,0	00,000.00							
	Total Approved Budget for the Co	ontract (ABC)	Php3,0	00,000.00							
20.2	[List here any licenses and requiring it.]	permits relevant	to the Project and	the corresponding law							
21.2	None.										

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

	Special Conditions of Contract								
GCC Clause									
1	[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:]								
	Delivery and Documents –								
	applicable to this Contract are delivered [indicate place of destination]. Riand title will pass from the Supplier to the Procuring Entity upon receipt a final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Projective is [indicate name(s)].								
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."								
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].								
	Incidental Services –								
	Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:								
	The Supplier is required to provide all of the following services, including								
	Packaging –								
	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.								

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation -

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.

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.

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.

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.
	Intellectual Property Rights –
	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.
2.2	"The terms of payment shall be as follows: Payment will be made after the completion of the project. Supplier shall submit the Delivery Receipt (DR), Billing Invoice or Statement of Account.
4	The inspections and tests that will be conducted conforms with the Inspection and Acceptance procedure of agency.

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.

Description		Unit	Total Cost	Delivered, Weeks/Months		
Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations	1 lot			4 months		
Total Approved Budget for the Contract -	1 lot		Php 3,000,000.00			

I hereby certify to comply with all the a	above Schedule of Requirements.
Name of Company/Bidder	
Printed Name, Position and Signature of Bidder's Authorized Representative	of

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
	Services of Radio Equipment Supplier for Upgrading of Nutriskwela Community Radio Stations	[Bidders must state here either "Comply" or "Not Comply" against each of the
	Scope of work/Specifications – As per attached Terms of Reference	individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by
	TERMS OF PAYMENT: As per attached Terms of Reference	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
	Total Approved Budget for the Contract (ABC)	issuances.] Php 3,000,000.00
	Total Approved Dudget for the Contract (ABC)	ւ որ շ,սսս,սսս.սս

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Printed Name, Position and Signature of Bidder's Authorized Representative

Republic of the Philippines Department of Health NATIONAL NUTRITION COUNCIL

HIRING OF SERVICES OF RADIO EQUIPMENT SUPPLIER FOR UPGRADING OF NUTRISKWELA COMMUNITY RADIO STATIONS

TERMS OF REFERENCE

I. BACKGROUND

The National Nutrition Council (NNC) established the Nutriskwela Community Radio Network Program to promote nutrition through a network of community radio stations. The community radio stations are located in areas with a high prevalence of malnutrition, have zero to limited access to a commercial radio broadcast, and are priority areas for development. The program started in 2008, and to date, 50 community radio stations have been established in 16 regions across the country except for the National Capital Region.

Under the Nutriskwela program, the NNC forged partnerships with local government units (LGUs) and/or state universities and colleges (SUCs) to establish and sustain Nutriskwela radio stations. The NNC provides essential radio equipment and training to radio station personnel and other personnel on community radio broadcasting to effectively manage and operate the Nutriskwela radio stations. All Nutriskwela stations are licensed by the National Telecommunications Commission (NTC) under the name of the NNC, the only government agency allowed by the former to own a network of community radio stations.

Nutriskwela community radio stations broadcast timely and relevant nutrition, health, education, and development information to help reduce the prevalence of various forms of malnutrition by promoting good nutrition, community development, and community participation. In addition, Nutriskwela stations serve as the NNC's medium to further disseminate its mass media campaign materials and reach more people residing in hard-to-reach communities. At the height of the COVID-19 pandemic, Nutriskwela community radio stations also served as a critical source of up-to-date information regarding community quarantine protocols and updates in their respective communities. To sustain its operations, the NNC shall continue to assist selected partner LGUs and SUCs through the provision and installation of transmitter upgrades (or replacement) to increase the coverage of the Nutriskwela radio station.

Given the magnitude and scope of work necessary to provide technical broadcasting expertise, the limited NNC technical staff, and the highly technical nature of community radio operations, the NNC shall hire the services of a radio equipment supplier to carry out the project. The project's best interest is hiring a contractor group, considering that such is allowed under Republic Act No. 9184 or the Government Procurement Reform Act and its 2016 Updated Implementing Rules and Regulations.

II. OBJECTIVES

To hire the services of a radio equipment supplier to handle the requirements of the Nutriskwela Community Radio Network Program. Specifically, the project aims to provide transmitter upgrades to select Nutriskwela stations, subject to technical evaluation and approval of the National Telecommunications Commission (NTC).

III. SCOPE OF WORK

- 1. Conduct an inception meeting within five (5) working days upon receipt of the signed Notice to Proceed (NTP).
- Submit a work plan seven (7) days after the inception meeting. The workplan includes timelines, methodology, and project team composition for review and approval of the NNC.
- Prepare and facilitate the signing and notarization of the supplemental Memorandum of Agreement (MOA) with the institutional partners to provide transmitter upgrade and submit the same to the NNC.
- 4. Provide 300 watts transmitter to three Nutriskwela stations identified by NNC and approved by the National Telecommunication Commission (NTC) for upgrading.

The following are the stations for upgrading:

Nutriskwela Station	Location	Status of Transmitter					
Radyo Kayvayvanan Basco, Batanes		Defective/non-functioning 300 watts					
70 100	100	transmitter due to typhoon in					
		September 2021					
Radyo Katabang Vinzons,		Defective/non-functioning 300 watts					
No.	Camarines Norte	transmitter					
Radyo Katunog	Matnog,	Upgrading of the transmitter from 100					
	Sorsogon	watts to 300 watts; the current					
		transmitter is already					
		defective/non-functioning per report					
		dated 31 March 2022; with request					
		approved by NTC					

If any of the stations identified above is no longer viable for an upgrade, the NNC shall identify a replacement station, subject to technical validation by the NTC.

The upgrade of each station shall include:

Quantity	Item					
1	unit digital transmitter, 300 watts					
1	unit of Jampro-type antenna with appropriate cables					
1	unit Uninterruptible Power Supply device (1500VA for transmitter/mixer)					
1	unit AM/FM bandwidth Alert Rechargeable Pocket Radio					
1	unit transmitter power meter					

- On behalf of NNC, submit the required application of licenses to NTC for stations identified for upgrading or replacement and endorse to NNC to secured license; such includes the provision of an electronic communications engineer for the application and to oversee the project.
- Submit the equipment to NNC for inspection within three days from the availability of purchased equipment which should not be more than two months from the start of the project.
- Within one month of NNC's inspection of the equipment, facilitate the installation of the transmitters to the radio stations and secure from the radio stations a certification that the new transmitter is functioning properly.
- 8. Provide the transmitter with at least a one-year warranty period. The contractor shall also facilitate and shoulder the cost for the repair or replacement in case of defect or any technical issues of the equipment within the warranty period (Refer to Section 4 for defects liability period). Also, the contractor shall provide NNC with the serial numbers and copies of the warranty card of each equipment;
- Monitor the three stations with upgrade remotely for any broadcasting problems for at least one month after installation and submit to NNC a written monitoring report of the results five working days after the conduct of monitoring; and
- 10. Identify a contact person to coordinate the project's requirements and hire or assign a licensed radio technician to provide technical support for any defects that may arise from the upgrade within the project period.

IV. DUTIES AND RESPONSIBILITIES OF NNC

- 1. Provide overall project direction in the management of the project;
- Brief the contractor on the Nutriskwela project and nature of assistance and provide other information on the Nutriskwela radio stations, including the contact persons and contact numbers;
- Provide the contractor with the contact persons or directory of Nutriskwela personnel and NNC regional offices of the radio stations for upgrade;

- Review and approve the plan of work, monitoring reports, and other reports submitted by the contractor within ten working days upon submission to NNC with a maximum of 2 revisions;
- 5. Provide the template for the supplemental MOA between the NNC and the radio station partners for the upgrade;
- 6. Assign staff to join the installation of the transmitter and conduct signal mapping with the station;
- 7. Assign a focal person to oversee and coordinate the requirements of the contractor; and
- 8. Process payment to the contractor after receiving and accepting the required outputs and complete documentation as attachments.

V. DURATION AND SCHEDULE OF DELIVERABLES

The project will commence upon NNC's receipt of the signed Notice to Proceed (NTP). The required deliverables must be accomplished within four (4) months from the receipt of the signed NTP.

								6	Time	eline	2							
Key Activities		Month 1				Month 2					Month 3				Month 4			
		W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	
1.	Conduct inception meeting; Submission, review, and approval of work plan	×	x	x														
2.	Application of permits/licenses at NTC				х	х												
3.	Signing and notarization of MOA with institutional partners of selected stations for upgrade						x	x	x									
4.	Purchase and install new transmitters and other upgraded equipment to 3 Nutriskwela stations			x	x	x	x	x	x	x	x	x						
5.	Monitoring of newly installed transmitters and radio equipment										×	x	x					

	Timeline															
Key Activities		Month 1			Month 2			Month 3				Month 4				
		W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
 Submission of final deliverables for completion of project 													x	x	x	

VI. QUALIFICATIONS REQUIREMENTS

- 1. The contractor for the project should be a firm or group.
- 2. Contractor Minimum Qualifications:

Expertise required	Professional experiences in broadcast media, radio operations, and management
Minimum number of years of experience	Three
Minimum number of projects undertaken/managed of similar nature	At least two (2)
Education	Project Manager: Bachelor's degree related to mass/broadcast communication, media studies, information systems technology, electronics, and communications engineering, or any related degree Radio Technicianand Electronic
	Communications Engineer must have active and valid NTC license with a minimum of 3 years of experience in radio operations and management

3. The firm shall ensure that its company, project team, and personnel have secured updated licenses, work permits, or other documents to enable it to perform the services. The curriculum vitae of key personnel should be submitted. In case/s of human resource replacement, the consulting firm shall accomplish the exact requirements within fifteen (15) days.

VII. PROJECT COST AND TERMS OF PAYMENT

The total project cost is **Php3,000,000** (including all taxes) charged against the NNC's 3-3000 funds subject to the usual government accounting and auditing rules. The amount is based on estimated budgetary requirements as per Attachment 1. The scope of work, job specification, expectations, obligations, duties, and responsibilities of the consulting firm outlined in the TOR will be performed under a

fixed contract price. Any extension of contract time required by the consulting firm to deliver those services shall not involve any additional cost to NNC.

The contractor shall be paid upon submission of required deliverables, subject to existing government accounting and auditing rules and regulations, for each of the following tranches of payment:

Tranche	Schedule of Payment	Amount (PhP)
First payment (15%)	 Upon submission and acceptance of: Billing statement Approved work plan Copy of 3-month duration of the contract with Licensed Radio Technician and Electronic Communications Engineer (if contracted externally, otherwise copy of employee ID shall suffice which should be included in the work plan) 	450,000
Second payment (45%)	 Upon submission and acceptance of: Billing statement First monthly accomplishment report Notarized supplemental MOA of the three community radio stations with upgrade Original copies of renewed NTC permits/licenses of the 3 Nutriskwela stations with upgrade 	1,350,000
Third and final payment (40%)	 Upon submission and acceptance of: Billing statement Installation report and acknowledgment receipts from 3 community radio stations provided with the upgrade or replacement List of equipment provided with serial numbers and unit cost Certification from 3 radio stations on the installation of transmitter upgrade End-of-project completion report Audited financial report 	1,200,000
	Total	3,000,000

DEFECTS LIABILITY PERIOD

A 10% retention fund will be deducted from the total cost of equipment purchased (in the second payment on Section VII) to cover the three months defects liability period, starting from the equipment turnover date.

All work defects or unforeseen technical problems, including faulty equipment, shall be corrected to include equipment replacement as needed, remedied, and serviced free of charge by the contractor during the project's duration.

If due to the consultant's failure to address systems defects on time and NNC has to get the services of other service providers, the cost of such repairs/works shall be charged to the retention fund.

The retention funds will be reimbursed/paid back to the consultant, subtracting all the expenses charged to the fund to cover systems defects within the warranty period, if any, after the end of the project from the date of equipment turnover.

IX. LIQUIDATED DAMAGES

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

X. OWNERSHIP

All project outputs such as reports and other documents, materials, equipment, data, and/or software developed by the contractor for the NNC shall become and remain the property of the NNC. The contractor shall not, later than upon termination or expiration of the contract, deliver all outputs to the NNC, together with a detailed inventory thereof. The contractor may retain a copy of works, but such are subject to the restrictions about future use of these outputs, and documents and is subject to the approval of NNC.

Prepared by:

JOSHUA D. DE VERA

Development Management Officer II

Nutrition Information and Education Division (NIED)

Reviewed by:

JOVITA B. RAVAL

Nutrition Officer V, NIED

Recommending approval:

RITA D. PAPEY, MSW

Deputy Executive Director for Technical Services

Approved:

ZUCENA M DAYANGHIRANG, MD, MCH, CESO III

Assistant Secretary and Executive Director IV

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Leg</u>	al Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	No need to submit the following b, c & d Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	hnica	l Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid within three (3) years prior to the date of bid submission; and
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period of three (3) years prior to the date of bid submission, and whose value must be at least fifty (50%) percent of the Approved Budget for the Contract (ABC), as provided in the Bidding Documents; and
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(i)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Ì	Fin	ancia	l Documents
_		(j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the
			BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of
			bid submission; and
[(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
			<u>or</u>
			A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
			Class "B" Documents
[(l)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			<u>or</u>
			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 E	'IN	ANC	IAL COMPONENT ENVELOPE
110, 1		(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
<u>(</u>	<u>Oth</u>		cumentary requirements under RA No. 9184 (as applicable)
[(0)	[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.
ſ	П	(p)	Certification from the DTI if the Bidder claims preference as a Domestic
L	_	(P)	Bidder or Domestic Entity.

SAMPLE FORMS

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PH	ILIPPINES)	
CITY OF) S.S.	

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

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:
 to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
 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 Amount and Purpose of of agent Currency 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	e of Bidder				Projec	Pageof								
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)					
Legal	Name: Legal Capacity: Signature:													

Duly authorized to sign the Bid for and behalf of:

STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name	:								
Business Address	:								
Name of Contract/Location	a. Owner Name b. Address	Nature of	Contractor Role	's	a.	Date Awarded Date Started	% Accompl	Value of	
Project Cost	c. Telephone Nos.	Work	Description	%	c.	Date of Completion	Planned	Actual	Outstan ding Works/
Government									
<u>Private</u>									
*Continue in a separa	ate sheet, if necessar	y.					Т	otal Cost	
	:								
Submitted by	(Pri	inted Name and S							
Designation	:								
Date	:								

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Business Name:

Business Address:						
Name of Contract	a. Date of the Contract b. Date Started c. Date of completion	a. Owner's Name b. Address c. Tel. Nos.	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End-user's acceptance/ Official Receipt/Sales Invoice issued
Subi	nitted by:					
Suoi	muca by	(Print Name	and Signature)			
Desi	gnation:					
Date	::					

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)	
,	G G
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]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the	day of	20	between [name of
PROCURING ENTITY] of the Philippines	s (hereinafter ca	lled "the Entity")	of the one part and
[name of Supplier] of [city and country of	Supplier] (here	einafter called "th	e Supplier") of the
other part;			

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation:

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

SEALING AND MARKING OF BIDS



