



REPUBLIC OF THE PHILIPPINES  
NATIONAL TELECOMMUNICATIONS COMMISSION  
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## **SUPPLEMENTAL / BID BULLETIN NO. 1 27 August 2021**

### **PUBLIC BIDDING NO. 2021-08-02**

## **SIMULATION SOFTWARE FOR AM, FM, ANALOG AND DIGITAL TV TECHNICAL EVALUATION**

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued on August 13, 2021 and the issues raised and clarifications made by prospective bidders during the Pre-Bid Conference held on August 23, 2021.

	<b>CLARIFICATIONS/MODIFICATION</b>
Section V. Special Conditions of Contract	<p>2. Advance Payment and Terms of Payment</p> <p><b>2.1 Advance Payment</b></p> <p><b>2.1.1 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President.</b></p> <p><b>2.1.2 Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a “State of Calamity” has been declared by appropriate authorities.</b></p> <p><b>2.1.3 Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days</b></p>

from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

**2.3** Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 5.

**2.3.1** The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 1, and upon fulfillment of other obligations stipulated in this Contract.

**2.3.2** Pursuant to SCC Clause 2.3.1, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

**2.3.3** Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

**2.3.4** Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

Section V. Special Conditions of Contract

6. Liability of Supplier

**6.1** When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the

	<p>delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods schedules for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.</p> <p>6.2 The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p>
<p>Section VII. Technical Specifications</p> <p>III.1 Minimum of three (3) work stations for simulation software tool</p>	<p>The minimum of three (3) work stations should refer to 3 stand-alone work stations. The software license shall be perpetual and capable of evaluating and/or analyzing the coverage of different broadcasting services namely: AM, FM Analog and Digital TV (ISDB-T).</p> <p>Each work station shall have the capabilities of the Basic Module, Network Planning Module and the Network Verification Module as identified in item #5 of the System Requirement.</p>
<p>Section VII. Technical Specifications</p> <p>IV. Deliverables</p>	<p>The work stations should be equipped with perpetual simulation software license that is one (1) multiple software license or three (3) software licenses working simultaneously.</p>
<p>Section VII. Technical Specifications</p> <p>V. Other Requirement</p> <p>2. One (1) Warranty or longer</p> <p>3. Others: Labor / Delivery / Installation / Testing / Commissioning</p>	<p>V. Other Requirement</p> <p>2. One (1) Year Warranty or longer</p> <p>3. Others:</p> <p>a) Delivery of software shall be in electronic/USB/DVD format.</p>

Documentation and Regulatory Requirement	<p>b) <b>Actual testing of the software tool shall be conducted in the presence of the end-user and members of the Technical Working Group prior to issuance of Notice to Proceed.</b></p> <p>c) <b>User Manual shall also be provided by the winning bidder upon delivery of the software tool.</b></p>
Checklist of Technical and Financial Documents	<p>a) Class "A" Documents Legal Documents</p> <p><b>The bidders shall submit valid PhilGEPS Certificate of Registration (Platinum Membership) or the following documents may be submitted in lieu of PhilGEPS Registration:</b></p> <ul style="list-style-type: none"> <li>• <b>Business Registration (SEC or DTI)</b></li> <li>• <b>2021 Mayor's or Business Permit</b></li> <li>• <b>Tax Clearance per E.O. No. 398 s. 2005 and approved by the BIR</b></li> </ul>

The herein clarifications form an integral part of the bidding documents. Correspondingly, all other provisions in the bidding documents affected by these clarifications are similarly amended or modified.

**ENGR. SAMUEL S. SABILE**

Chairperson – Bids and Awards Committee (BAC1)  
National Telecommunications Commission