



Bidding Documents for

**Operation and
Maintenance Services
for the Musical
Dancing Fountain of
Rizal Park for FY 2024**

NPDC-2023-ITB-008

2023

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



**INVITATION TO BID FOR
OPERATION AND MAINTENANCE SERVICES FOR THE MUSICAL DANCING
FOUNTAIN OF RIZAL PARK FY 2024
NPDC-2023-ITB-007**

1. The **National Parks Development Committee** through the **National Expenditure Program of 2024** intends to apply the sum of **Eight Million Three Hundred Thousand Pesos (Php 8,300,000.00)** being the ABC to payments under the contract for **OPERATION AND MAINTENANCE SERVICES FOR THE MUSICAL DANCING FOUNTAIN OF RIZAL PARK FY 2024/NPDC-2023-ITB-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** now invites bids for the above Procurement Project. Delivery of the Goods is required *for a contract duration of **twelve (12) month*** Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *National Parks Development Committee* and inspect the Bidding Documents at the address given below during *weekdays from 8:00 AM to 5:00 PM*.
5. *A complete set of Bidding Documents may be acquired by interested Bidders on **November 20, 2023** from the given address and website(s) below and upon payment of of the applicable fee for Bidding Documents, pursuant to the latest Guideline issued by the GPPB, in the amount of **Ten Thousand Pesos (Php 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for fees in person.*

6. The *National Parks Development Committee* will hold a Pre-Bid Conference on **November 28, 2023 (Tuesday), 1:00 PM** at **Rizal Park Open Air Auditorium (Back Stage)** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 11, 2023 (Monday), 10:00 A.M. at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila**. 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 **December 11, 2023 (Monday), 1:00 P.M.** at the **Bulwagan ng Kagitingan, Rizal Park Luneta, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids shall be prepared in one (1) original and four (4) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
11. The **National Parks Development Committee** 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.
12. For further information, please refer to:
BEO RAVEN V. BENSURTO
NPDC-BAC Secretariat
National Parks Development Committee
NPDC Office, Padre Burgos St., Ermita, Manila
8880-4895
bac@npdc.gov.ph/ bvbensurto@npdc.gov.ph

MARGAUX VANESSA T. DECRIPITO/ KAREN G. DONATO
TeleFax. No. (02) 8541-8296/ (02) 8541-8284
mtdecrpito@npdc.gov.ph/ kgdonato@npdc.gov.ph
13. You may visit the following websites for downloading of Bidding Documents:
www.npdc.gov.ph/ <https://www.philgeps.gov.ph>

November 17, 2023

(SGD.)

ENGR. EDUARDO C. VILLALON, JR.

NPDC-BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Parks Development Committee* wishes to receive Bids for the OPERATION AND MAINTENANCE SERVICES FOR THE MUSICAL DANCING FOUNTAIN OF RIZAL PARK FY 2024, with identification number *NPDC-2023-ITB-007*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of ***Eight Million Three Hundred Thousand Pesos (Php 8,300,000.00)***

2.1. The source of funding is:

a. National Expenditure Program FY 2024.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the

2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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. 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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* 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 **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 the **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 Declaration¹ 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 for **One Hundred Twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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.

¹ 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.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Services for the musical dancing fountain; b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP 166,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 415,000.00 if bid security is in Surety Bond.
20.2	<ol style="list-style-type: none"> 1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners; If corporation, SEC Certification of Registration and Articles of Incorporation; If joint venture, copy of Joint Venture Agreement certified by SEC; and, if cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation 2. Copy of the Bidder's Current Business license and permit certified by the issuing office. 3. BIR Registration Certificate and valid BIR Tax Clearance 4. Organizational Chart of the Bidder. 5. Certification from the agency's president that the technical personnel are knowledgeable on the operation, preventive maintenance, and repair of the musical dancing fountain at the time of bidding. 6. Sworn undertaking that the bidder shall: a. pay wages and other benefits to its security personnel in accordance with the standard computation of the Department of Labor and Employment (DOLE);

	<p>b. be liable for damages or loss incurred by any security personnel;</p> <p>c. directly remits monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF; d. shoulder all expenses for any training required by NPDC in addition to those required by DOLE; f. follow all the rules and regulations required by DOLE; g. has no pending labor case/s as evidenced by a certification issued by the NLRC and DOLE</p> <p>7. Certificate of membership and good standing and proof of paid remittances to the following government agencies: SSS, PHILHEALTH and PAGIBIG for the 1st to 3rd quarter of 2023 (January to September 2023)</p> <p>9. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years.</p> <p>For Service Provider that has ongoing/ previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50 or higher) duly certified by the Agency for the latest year of contract.</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The

Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents -</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>at National Parks Development Committee</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Miche'l Rainel M. Regalario, Park Operations Superintendent II from Park Operations Division.</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts -</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>

	<p>Packaging -</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation -</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>The terms of payment shall be as follows: The Service Provider shall be paid on a monthly basis. However, EVERY LAST MONTH OF THE QUARTER (eg., March, June, September, and December), the SERVICE PROVIDER shall be paid in two installments, (eg. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider.</i>
4	The inspections and tests that will be conducted are: <i>inspection of supplies to be used as to quantity and based on the schedule.</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
A.	Fountain Operation			Twelve (12) months service contract
1	Monitoring, Inspection and Operation			
2	Dancing Fountain and Choreography			
	Fountain Nozzles, High			
3	Speed Chopping Systems, Filter Systems, Motorized			
	Valves and Solenoid Valves			
B.	Preventive Maintenance Services	LOT		
1	Gyrating Fountains			
2	Fountain Nozzles, High Speed Chopping, Mechanisms, Filter Systems, Motorized Valves and Solenoid Valves			
3	Pumps and Compressors Maintenance			
4	Maintenance on Control Systems			
5	Lamp Maintenance			

6	Sound System Maintenance	LOT LOT		
7	Dancing Fountain, Lighting and Sound System Upgrades			
8	Overall Fountain Maintenance			

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

1	<p>I. SERVICE PROVIDER QUALIFICATIONS</p> <p>1. Adherence to Labor Laws and Guidelines</p> <p>The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but are not limited to, the following:</p> <p>1.1. A sworn undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.</p> <p>1.2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Operations and Maintenance Personnel during their work;</p>	
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	<p>1.3. A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, and HDMF.</p> <p>1.4. A sworn undertaking that the Service Provider has no pending labor case/s as evidenced by a certification issued by the NLRC and DOLE.</p> <p>1.5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider.</p> <p>1.6. A sworn undertaking that the Service</p>	
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	<p>Provider shall follow all the rules and regulations required by DOLE.</p> <p>1.7. The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual</p>	
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	<p>employees assigned to NPDC.</p> <p>1.8. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).</p> <p>1.9. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).</p>	
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	<p>1.10. Main Office must be based in the greater Manila Area</p> <p>1.11. An appropriate ISO Certification is preferred.</p> <p>1.12. Must submit an inventory of equipment, subject to actual inspection during post-qualification.</p> <p>2. Evidence of good performance on prior engagements</p> <p>2.1. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three (3) years.</p> <p>2.2. For Service Provider that has</p>	
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	<p>an ongoing/previous contract with NPDC, the Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50%- 99.99%) duly certified by the Agency for the latest year of contract.</p>	
2	<p>1. Organization and Human Resources</p> <p>1.1. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PhilHealth, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).</p>	

	<p>1.2. The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.</p> <p>1.3. The Service Provider must have sufficient technical personnel knowledgeable on the operation, preventive maintenance, and repair of the musical dancing fountain at the time of bidding. Proof of such is required in the form</p>	
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	<p>of a certification from the agency's president.</p> <p>1.4. The Service Provider's administration, operations, and human resources division must be properly and adequately staffed with men and women to support all the active technical personnel under its care.</p> <p>1.5. The Service Provider Agency must have no pending labor case/s at the time of bidding. Proof of such is required in the form of a certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC).</p> <p>1.6. The Service provider shall provide formal training and seminars relative to the maintenance of fountain and falls to NPDC employees at no cost.</p>	
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	<p>2. Availability of Equipment</p> <p>2.1. The Service Provider must provide all the necessary tools, equipment, and consumables for the operation, maintenance, and repair of the musical dancing fountain for all technical personnel deployed to NPDC.</p> <p>2. 2 The service provider must field with competent men and women skilled in Fountain maintenance who know how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).</p> <p>3. Personal Protective Equipment (PPE)</p> <p>3.1 The service provider shall deploy manpower complete with the necessary Protective Equipment (PPE). The following minimum PPE requirements per activity shall be required:</p> <p>3.1.1 Safety goggles (if applicable)</p>	
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	<p>3.1.2 Water Goggles for pool maintenance</p> <p>3.1.3 Rubber gloves Insulated</p> <p>3.1.4 Proper Uniform adequate for pool/fountain maintenance (shorts/pants and long sleeves with service providers logo</p> <p>3.1.5 Uniformed Protective Hats for Sun Protection</p>	
3	<p>II. PERSONNEL WELFARE, BEHAVIOR, AND RESPONSIBILITY</p> <p>1.1. The service provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save NPDC from any claim for damage arising therefrom.</p> <p>1.2. Shall assume liability and responsibility for any and all losses and damages, for destruction to property, or</p>	

	<p>death/injuries sustained by NPDC, its employees, and visitors who are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel.</p> <p>1.3. The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety.</p> <p>1.4. The service provider shall be able to respond to situations that require immediate assistance from its employees due to national emergencies, such as providing Personal Protective Equipment (PPE),</p>	
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	<p>without any additional cost to NPDC.</p> <p>1.5. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, or any NPDC Offices, and premises.</p> <p>1.6. The service provider shall provide Accident insurance for both personnel and property damage.</p> <p>1.7. The Service Provider shall provide consistent and quality service through qualified and highly trained technical personnel who shall maintain the musical dancing fountain to guarantee its continuous operation.</p>	
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	<p>1.8 The service provider shall strictly abide by the maintenance schedule set by the NPDC from 9:00 am to 3:00 pm on a daily basis.</p> <p>1.9 The service provider shall improve the encasements of the speakers and provide additional poly-amp speakers for the Dancing fountain with the specification below:</p> <p>Two (2) sets of Custom-made Poly-Amp powered three-way speaker system in weather-resistant baffles with interior acoustic damping materials, fiberglass lined, painted with stainless steel speaker grill in frames with custom designed weather resistant blower. Power: 2000 watts RMS.</p>	
4	<p>PROVISION OF RESOURCES</p> <p>1. Resources to be Provided by NPDC</p> <p>1.1 Water and electricity consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and</p>	

	<p>electricity by instructing and directing assigned service personnel to use water and electricity at a minimum requirement at all times.</p> <p>1.2 NPDC shall provide a reasonable amount of space if necessary for the service provider's personnel, tools, equipment, and vehicles.</p> <p>1.3 The Service Provider shall coordinate with the NPDC for the use of water consumption whenever they have to replenish water for the lagoon.</p> <p>1.4 The service provider shall enforce the cleanliness of their control room and the vicinity of the Central lagoon.</p>	
5	<p>VI. SCOPE OF WORKS</p> <p>The Service Provider shall render the following services to NPDC:</p> <p>A. Fountain Operation (30 % of the Total Contract Amount)</p>	

	<p>1. Monitoring, Inspection, and Operation (15% of the total contract amount)</p> <ul style="list-style-type: none"> a. Inspection of all water features before the operation to ensure proper execution of the desired performance/show. b. Draining and cleaning the fountain pool whenever needed. c. Supply and application of approved BFAD water treatment chemicals to ensure good water quality. d. Cleaning individual fountain nozzles, filters, and lamps as the need arises. e. Supply of LPG for flame operation and supply of other consumables. f. Fountain operation will be conducted as scheduled by NPDC Management. <p>2. Dancing Fountain and Choreography (5%) of the total contract amount)</p>	
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	<p>a. The service provider must coordinate with NPDC to select songs in line with the monthly themes such as Valentine's Day in February, Holy Week, Filipiniana theme for June, Halloween, October, Christmas in December, and any other special events.</p> <p>b. Total of forty (40) new songs shall be added yearly to the playlist, to be approved by NPDC and/or CPAD to submit the thematic playlist. In excess of forty (40) songs, a fee of Ten Thousand Pesos (Php 10,000.00) per song shall be charged to the Client payable to the Service Provider.</p> <p>c. Choreography including programming and testing of the songs.</p> <p>3. Fountain nozzles, High-Speed Chopping</p>	
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	<p>Systems, Filter Systems, Motorized valves, and Solenoid Valves (10%) of the total contract amount)</p> <ol style="list-style-type: none"> a. Adjustment and calibration of fountain nozzles whenever needed. b. The performance of motorized valves is checked and adjusted whenever needed. <p>B. Preventive Maintenance Services (70% of the Total Contract Amount)</p> <ol style="list-style-type: none"> 1. Gyrating Fountains (10% of the total contract amount) <ol style="list-style-type: none"> a. All components of the Gyrating Fountain should be checked on its electro-mechanical and electronic control systems regularly. b. Replacement of electromechanical and electronic components whenever needed. 2. Fountain Nozzles, High-Speed Chopping 	
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	<p>Mechanisms, Filter Systems, Motorized Valves, and Solenoid Valves (10% of the total contract amount)</p> <ol style="list-style-type: none"> a. All high-speed Chopping Mechanisms, Filter Systems, and Solenoid valves are to be serviced whenever needed to maintain the desired water effects. b. Replacement and installation of Chopper Solenoid and electro-mechanical components whenever needed. <p>3. Pumps and Compressors Maintenance (5% of the total contract amount)</p> <ol style="list-style-type: none"> a. Checking the electrical and mechanical condition of the fountain pumps, filter pumps, and compressors. b. Repair and rehabilitate pumps and compressors whenever needed. 	
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	<p>4. Maintenance of Control Systems (10% of the total contract amount)</p> <ul style="list-style-type: none"> a. Gyrating Fountain Controls, Solenoid Controls, Chopper Controls, Flame Controls, Programmable Logic Controller, Programmed Vertical Jets Control, Motorized Valve Controls, and are all checked that they are in good working condition. b. Magnetic switches, circuit breakers, and automation electronics are to be checked as often as needed for loosened terminals and worn-out parts to eliminate downtime. <p>5. Lamp Maintenance (12% of the total contract amount)</p> <ul style="list-style-type: none"> a. Checking of lighting controls, fountain lamp components replacements, and 	
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	<p>installation of busted components on a need basis.</p> <p>6. Sound System Maintenance (8% of the total contract amount)</p> <p>a. Maintenance of Speaker Baffles and speakers</p> <p>b. Maintenance of Sound System Equipment consisting of equalizers, amplifiers, and music players.</p> <p>c. Playing/broadcasti ng NPDC announcements, advisories, messages, etc.</p> <p>d. Coordinate with other projects for park enhancement.</p> <p>7. Dancing Fountain, Lighting, and Sound System Upgrades (5%) of the total contract amount) where upgrades may include but may not be limited to the following:</p>	
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	<ul style="list-style-type: none"> a. Upgrading of Fountain Components to efficient operation and improve the parkgoers' experience, subject to the approval of NPDC. b. Upgrades that would reduce water consumption for proper fountain operations. c. Other necessary upgrades such but are not limited to reduced electricity consumption. <p>8. Overall Fountain Maintenance (5% of the total contract amount)</p> <ul style="list-style-type: none"> a. Dredging and cleaning of the lagoon. b. Repair of cracks. c. Repair of exposed fountain components. d. Removal of corrosion <p>9. The service provider shall undertake repair and maintenance (5% of the total</p>	
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	contract amount of the alternative water source.	
6	<p>VII. PERFORMANCE</p> <ol style="list-style-type: none"> 1. NPDC expects excellent performance from the Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Service Provider and agreed upon by the parties prior to contract preparation and signing. 2. End-user shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract which shall be attached to the billing. 3. The Service provider is required to obtain a monthly rating of at least Very Satisfactory, (92.50% - 99.99%) based on the Service Level Agreement. 	

	<p>4. If the Service Provider fails to obtain a rating of at least SATISFACTORY, this shall be considered a breach of an obligation under contract and ground for the imposition of liquidated damages in accordance with RA 9184 and its IRR.</p> <p>5. NPDC has the right to terminate the service contract with the winning Service Provider before the stated contract end date if the Service Provider fails to meet the agreed-upon performance expectations and measures.</p> <p>6. In the event of downtime/non-operation of the musical dancing fountain, the Fountain Operation (equivalent to 30 % of the Total Contract Amount) shall not be payable. NPDC reserves the right to withhold a payment</p>	
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	<p>amount of thirty percent of the total contract price, prorated on a daily basis, for every day of downtime or non-operation. The thirty percent (30%) cost for Fountain Operation shall be paid only upon the introduction of additional maintenance and improvements such as the upgrading of fountain components, lighting, and sound system as required by NPDC.</p> <p>7. In the event of Inclement weather or typhoon Signal, the Service Provider shall not operate the Musical Dancing fountain even without official notice from the NPDC unless requested by NPDC to continue the operation of the Musical Dancing Fountain.</p>	
7	<p>VIII. BILLINGS AND PAYMENT</p> <p>1. Submission of Billing</p>	

	<p>The Service Provider shall be paid on a monthly basis. However, every last month of the quarter (eg. March, June, September, and December), the SERVICE PROVIDER shall be paid twice a month, in two installments, (eg. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. The Committee requires the Musical Dancing Fountain Service Provider to submit its billing statement on or before the 10th day of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of</p>	
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	<p>the contract. Further, failure to submit the billing statement on time will result in delayed payment. The Musical Dancing fountain Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has the option to pay the service provider next NCA Cycle/Quarter or subject to the availability of funds.</p> <p>2. Claim for unbilled charges and all other similar expenses</p> <p>1.1. The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and</p>	
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	<p>1.2. Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.</p> <p>3. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;</p> <ul style="list-style-type: none"> a. Copy of Notice of Award (Initial Payment); b. Copy of Notice to Proceed (Initial Payment); c. Duly Signed Contract (Initial Payment); d. Service Provider's bill; e. Accomplishment Report; <p>e. Copy of duly accomplished remittance to the government agencies and/or GOCCs together with</p>	
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	<p>f. the corresponding check voucher; Result of service level monitoring tool (to be provided by NPDC)</p>	
8	<p>IX. PENALTIES</p> <p>1. VIOLATIONS/OFFENSES</p> <p>In cases of violations/offenses of the Janitorial Service Provider, including all its deployed personnel, on park rules and regulation.</p> <p>a. First Offense: Written notice to the Janitorial Service Provider requiring a documented explanation and action plan to prevent occurrence of the same violation.</p>	

	<p>b. Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Security Service Provider for the second offense equivalent to 0.5% of the monthly contract price for the month where the violation/offense was committed.</p> <p>c. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order.</p>	
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	<p>2. TERMINATION OF CONTRACT</p> <p>a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Service Provider</p> <p>b. Material breach of contract by the Service Provider shall be ground for termination of the contract, such as when either of the following exists:</p> <p>i. The Service Provider has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.</p> <p>i i. The Service Provider has incurred two (2) consecutive performance</p>	
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	<p>assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.</p> <p>c. Violation of the Service Provider of any material terms and conditions of the Contract.</p> <p>d. Labor disputes/strike of the Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract.</p> <p>e. Assignment or any form of conveyance by the Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.</p>	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Appendix 1 - Terms of Reference

NATIONAL PARKS DEVELOPMENT COMMITTEE OPERATION AND MAINTENANCE SERVICES FOR THE MUSICAL DANCING FOUNTAIN OF RIZAL PARK FY 2024 TERMS OF REFERENCE

III. OBJECTIVES

The National Parks Development Committee (NPDC) is the government agency tasked to develop, preserve and manage Rizal Park and Paco Park. One of the main attractions of Rizal Park is the musical dancing fountain located at Central Section where park-goers flock to witness the multi-colored jets of water dance in sync with the music. In line with this, it is imperative to engage the services of a reputable service provider for the Operation and Maintenance of the Musical Dancing Fountain that can provide resources, equipment, trained personnel, and expertise to render services for the operation, maintenance, and repair of the musical dancing fountain at reasonable costs. Thus, NPDC is inviting interested, qualified, and reputable service providers to submit bids in accordance with this Terms of Reference (TOR) for the provisions for the operation, maintenance, and repair services for the musical dancing fountain on a daily basis, including, Saturdays, Sundays, and Holidays.

IV. SERVICE PROVIDER QUALIFICATIONS

3. Adherence to Labor Laws and Guidelines

The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but are not limited to, the following:

- 3.1. A sworn undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.
- 3.2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Operations and Maintenance Personnel during their work;

- 3.3. A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, and HDMF.
- 3.4. A sworn undertaking that the Service Provider has no pending labor case/s as evidenced by a certification issued by the NLRC and DOLE.
- 3.5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider.
- 3.6. A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.
- 3.7. The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.
- 3.8. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).
- 3.9. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
- 3.10. Main Office must be based in the greater Manila Area
- 3.11. An appropriate ISO Certification is preferred.

- 3.12. Must submit an inventory of equipment, subject to actual inspection during post-qualification.
4. Evidence of good performance on prior engagements
 - 4.1. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three (3) years.
 - 4.2. For Service Provider that has an ongoing/ previous contract with NPDC, the
Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50%- 99.99%) duly certified by the Agency for the latest year of contract.

V. SERVICE PROVIDER RESPONSIBILITIES

1. Organization and Human Resources

- 1.1. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PhilHealth, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).
- 1.2. The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.
- 1.3. The Service Provider must have sufficient technical personnel knowledgeable on the operation, preventive maintenance, and repair of the musical dancing fountain at the time of bidding. Proof of such is required in the form of a certification from the agency's president.

- 1.4. The Service Provider's administration, operations, and human resources division must be properly and adequately staffed with men and women to support all the active technical personnel under its care.
- 1.5. The Service Provider Agency must have no pending labor case/s at the time of bidding. Proof of such is required in the form of a certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC).
- 1.6. The Service provider shall provide formal training and seminars relative to the maintenance of fountain and falls to NPDC employees at no cost.

2. Availability of Equipment

- 2.1. The Service Provider must provide all the necessary tools, equipment, and consumables for the operation, maintenance, and repair of the musical dancing fountain for all technical personnel deployed to NPDC.
- 2.2 The service provider must field with competent men and women skilled in Fountain maintenance who know how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).

3. Personal Protective Equipment (PPE)

- 3.1 The service provider shall deploy manpower complete with the necessary Protective Equipment (PPE). The following minimum PPE requirements per activity shall be required:

3.1.1 Safety goggles (if applicable)

- 3.1.2 Water Goggles for pool maintenance
- 3.1.3 Rubber gloves Insulated
- 3.1.4 Proper Uniform adequate for pool/fountain maintenance
(shorts/pants and long sleeves with service providers logo
- 3.1.5 Uniformed Protective Hats for Sun Protection

VI. **PERSONNEL WELFARE, BEHAVIOR, AND RESPONSIBILITY**

- 1.8. The service provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save NPDC from any claim for damage arising therefrom.
- 1.9. Shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors who are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel.
- 1.10. The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety.
- 1.11. The service provider shall be able to respond to situations that require immediate assistance from its employees due to national emergencies, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.
- 1.12. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, or any NPDC Offices, and premises.
- 1.13. The service provider shall provide Accident insurance for both personnel and property damage.

1.14. The Service Provider shall provide consistent and quality service through qualified and highly trained technical personnel who shall maintain the musical dancing fountain to guarantee its continuous operation.

1.8 The service provider shall strictly abide by the maintenance schedule set by the NPDC from 9:00 am to 3:00 pm on a daily basis.

1.9 The service provider shall improve the encasements of the speakers and provide additional poly-amp speakers for the Dancing fountain with the specification below:

Two (2) sets of Custom-made Poly-Amp powered three-way speaker system in weather-resistant baffles with interior acoustic damping materials, fiberglass lined, painted with stainless steel speaker grill in frames with custom designed weather resistant blower. Power: 2000 watts RMS.

V. PROVISION OF RESOURCES

3. Resources to be Provided by NPDC

1.1 Water and electricity consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and electricity by instructing and directing assigned service personnel to use water and electricity at a minimum requirement at all times.

1.2 NPDC shall provide a reasonable amount of space if necessary for the service provider's personnel, tools, equipment, and vehicles.

1.3 The Service Provider shall coordinate with the NPDC for the use of water consumption whenever they have to replenish water for the

lagoon.

1.4 The service provider shall enforce the cleanliness of their control room and the vicinity of the Central lagoon.

X. SCOPE OF WORKS

The Service Provider shall render the following services to NPDC:

B. Fountain Operation (30 % of the Total Contract Amount)

1. Monitoring, Inspection, and Operation (15% of the total contract amount)
 - g. Inspection of all water features before the operation to ensure proper execution of the desired performance/show.
 - h. Draining and cleaning the fountain pool whenever needed.
 - i. Supply and application of approved BFAD water treatment chemicals to ensure good water quality.
 - j. Cleaning individual fountain nozzles, filters, and lamps as the need arises.
 - e. Supply of LPG for flame operation and supply of other consumables.
 - f. Fountain operation will be conducted as scheduled by NPDC Management.

4. Dancing Fountain and Choreography (5%) of the total contract amount)

- d. The service provider must coordinate with NPDC to select songs in line with the monthly themes such as Valentine's Day in February, Holy Week, Filipiniana theme for June, Halloween, October, Christmas in December, and any other special events.
- e. Total of forty (40) new songs shall be added yearly to the playlist, to be approved by NPDC and/or CPAD to submit the thematic playlist. In excess of forty (40) songs, a fee of Ten Thousand Pesos (Php 10,000.00) per song shall be charged to the Client payable to the Service Provider.
- c. Choreography including programming and testing of the songs.

3. Fountain nozzles, High-Speed Chopping Systems, Filter Systems, Motorized valves, and Solenoid Valves (10% of the total contract amount)
 - c. Adjustment and calibration of fountain nozzles whenever needed.
 - d. The performance of motorized valves is checked and adjusted whenever needed.
- B. Preventive Maintenance Services (70% of the Total Contract Amount)
 9. Gyrating Fountains (10% of the total contract amount)
 - a. All components of the Gyrating Fountain should be checked on its electro-mechanical and electronic control systems regularly.
 - b. Replacement of electromechanical and electronic components whenever needed.
 10. Fountain Nozzles, High-Speed Chopping Mechanisms, Filter Systems, Motorized Valves, and Solenoid Valves (10% of the total contract amount)
 - a. All high-speed Chopping Mechanisms, Filter Systems, and Solenoid valves are to be serviced whenever needed to maintain the desired water effects.
 - b. Replacement and installation of Chopper Solenoid and electro-mechanical components whenever needed.
 11. Pumps and Compressors Maintenance (5% of the total contract amount)
 - a. Checking the electrical and mechanical condition of the fountain pumps, filter pumps, and compressors.
 - b. Repair and rehabilitate pumps and compressors whenever needed.
 12. Maintenance of Control Systems (10% of the total contract amount)
 - a. Gyrating Fountain Controls, Solenoid Controls, Chopper Controls, Flame Controls, Programmable Logic Controller, Programmed Vertical Jets Control, Motorized Valve Controls, and are all checked that they are in good working condition.
 - b. Magnetic switches, circuit breakers, and automation electronics are to be checked as often as needed for loosened terminals and worn-out parts to eliminate downtime.

13. Lamp Maintenance (12% of the total contract amount)

- a. Checking of lighting controls, fountain lamp components replacements, and installation of busted components on a need basis.

14. Sound System Maintenance (8% of the total contract amount)

- a. Maintenance of Speaker Baffles and speakers
- b. Maintenance of Sound System Equipment consisting of equalizers, amplifiers, and music players.
- c. Playing/broadcasting NPDC announcements, advisories, messages, etc.
- d. Coordinate with other projects for park enhancement.

15. Dancing Fountain, Lighting, and Sound System Upgrades (5% of the total contract amount) where upgrades may include but may not be limited to the following:

- a. Upgrading of Fountain Components to efficient operation and improve the parkgoers' experience, subject to the approval of NPDC.
- b. Upgrades that would reduce water consumption for proper fountain operations.
- c. Other necessary upgrades such but are not limited to reduced electricity consumption.

16. Overall Fountain Maintenance (5% of the total contract amount)

- a. Dredging and cleaning of the lagoon.
- b. Repair of cracks.
- c. Repair of exposed fountain components.
- d. Removal of corrosion

9. The service provider shall undertake repair and maintenance (5% of the total contract amount of the alternative water source.

XI. PERFORMANCE

8. NPDC expects excellent performance from the Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Service Provider and agreed upon by the parties prior to contract preparation and signing.
 9. End-user shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract which shall be attached to the billing.
 10. The Service provider is required to obtain a monthly rating of at least Very Satisfactory, (92.50% - 99.99%) based on the Service Level Agreement.
 11. If the Service Provider fails to obtain a rating of at least SATISFACTORY, this shall be considered a breach of an obligation under contract and ground for the imposition of liquidated damages in accordance with RA 9184 and its IRR.
 12. NPDC has the right to terminate the service contract with the winning Service Provider before the stated contract end date if the Service Provider fails to meet the agreed-upon performance expectations and measures.
6. In the event of downtime/non-operation of the musical dancing fountain, the Fountain
Operation (equivalent to 30 % of the Total Contract Amount) shall not be payable.
NPDC reserves the right to withhold a payment amount of thirty percent of the total
contract price, prorated on a daily basis, for every day of downtime or non-operation.
The thirty percent (30%) cost for Fountain Operation shall be paid only upon the introduction of additional maintenance and improvements such as the upgrading of fountain components, lighting, and sound system as required by NPDC.
13. In the event of Inclement weather or typhoon Signal, the Service Provider shall not operate the Musical Dancing fountain even without

official notice from the NPDC unless requested by NPDC to continue the operation of the Musical Dancing Fountain.

XII. BILLINGS AND PAYMENT

3. Submission of Billing

The Service Provider shall be paid on a monthly basis. However, every last month of the quarter (eg. March, June, September, and December), the SERVICE PROVIDER shall be paid twice a month, in two installments, (eg. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. The Committee requires the Musical Dancing Fountain Service Provider to submit its billing statement on or before the 10th day of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of the contract. Further, failure to submit the billing statement on time will result in delayed payment. The Musical Dancing fountain Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has the option to pay the service provider next NCA Cycle/Quarter or subject to the availability of funds.

4. Claim for unbilled charges and all other similar expenses

1.3. The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and

1.4. Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.

3. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;

- a. Copy of Notice of Award (Initial Payment);
- b. Copy of Notice to Proceed (Initial Payment);
- c. Duly Signed Contract (Initial Payment);
- d. Service Provider's bill;
- e. Accomplishment Report;
- f. Copy of duly accomplished remittance to the government agencies and/or GOCCs together with the corresponding check voucher;
- g. Result of service level monitoring tool (to be provided by NPDC)

XIII. PENALTIES

1. VIOLATIONS/OFFENSES

In cases of violations/offenses of the Janitorial Service Provider, including all its deployed personnel, on park rules and regulation.

- a. First Offense: Written notice to the Janitorial Service Provider requiring a documented explanation and action plan to prevent occurrence of the same violation.
- b. Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Security Service Provider for the second offense equivalent to 0.5% of the monthly contract price for the month where the violation/offense was committed.
- c. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order.

2. TERMINATION OF CONTRACT

- a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Service Provider
- b. Material breach of contract by the Service Provider shall be ground for termination of the contract, such as when either of the following exists:

- i. The Service Provider has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.
 - ii. The Service Provider has incurred two (2) consecutive performance assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.
- c. Violation of the Service Provider of any material terms and conditions of the Contract.
- d. Labor disputes/strike of the Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract.
- e. Assignment or any form of conveyance by the Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.

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