



BIDDING DOCUMENTS FOR

**Negotiated Procurement (Two-
Failed Biddings) for
Operations and
Maintenance of the
Martyrdom of Dr. Jose
Rizal: A Lights and Sound
Presentation**

NPDC-ITN-2024-001

2024

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 NEGOTIATE FOR
Negotiated Procurement (Two-Failed Biddings) for Operations
and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and
Sound Presentation**

NPDC-2024-ITN-001

1. The **National Parks Development Committee** through the **General Appropriations Act of 2024** intends to apply the sum of **One Million Nine Hundred Ninety-Nine Thousand Five Hundred Thirteen Pesos and 66/100 (Php 1,999,513.66)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Negotiated Procurement (Two-Failed Biddings) for Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation / NPDC-2024-ITN-001**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. All values indicated on the cost breakdown must be rounded off to two decimal places including the total bid offer.
3. The National Parks Development Committee now invites bids for **Negotiated Procurement (Two-Failed Biddings) for Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation**. Delivery of the Goods is required for **forty-five calendar (45) days**. 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).
4. 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.

5. Prospective Bidders may obtain further information from National Parks Development Committee and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 a.m. to 5:00 p.m.*

6. A complete set of Bidding Documents may be acquired by interested Bidders on **January 23, 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos only (PHP 5, 000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
7. The National Parks Development Committee will hold a Negotiation Meeting on **January 25, 2024 (Thursday), 2:00 P.M. at the Rizal Park Open Air Auditorium (Backstage)**.
8. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **January 30, 2024 (Thursday), 9:00 A.M. at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **January 30, 2024 (Tuesday), 10:00 A.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.
11. 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.
12. 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.
13. For further information, please refer to:
BEO RAVEN V. BENSURTO
NPDC-BAC Secretariat
National Parks Development Committee
**NPDC Office at the Old Planetarium, 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
mtdecripito@npdc.gov.ph/ kgdonato@npdc.gov.ph

14. You may visit the following websites:
For downloading of Bidding Documents:
www.npdc.gov.ph / <https://www.philgeps.gov.ph>

22 January 2024
(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 *Rebidding for the Negotiated Procurement (Two-Failed Biddings)* for Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation, with identification number *NPDC-2024-ITN-001*

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 **One Million Nine Hundred Ninety-Nine Thousand Five Hundred Thirteen Pesos and 66/100 (Php 1,999,513.66)**

2.2. The source of funding is:

a. General Appropriations Act 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **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 until **One Hundred Twenty (120) calendar**. 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.

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**.

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.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

- 20.1. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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. Completed projects related to Electrical Repairs of Lighting System and Supply, Delivery and Installation of Audio and Lights System a. Completed within Five (5) Years prior to the deadline of the submission and receipt of bids
7.1	<i>No further instructions</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 39,990.27 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 99,975.68, if bid security is in Surety Bond.
20.2	<i>a. Client's Satisfactory Certification with whom the bidder has a past or ongoing contract within the past five (5) years. For bidders that has ongoing or previous contract with NPDC, they shall submit a Client's Satisfactory Certification from the NPDC.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination of Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Works

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audit

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the

Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<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:</p> <p>Ms. Shiela Rose C. Javier Media Production Specialist IV Cultural and Public Affairs Division National Parks Development Committee</p>
4.1	Upon the effectivity of the contract, the site can be accessed by the winning contractor.
6	The site investigation reports are: <i>Not applicable.</i>
7.2	Not applicable.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.
11.2	<i>Not applicable.</i>
13	The amount of the advance payment is equivalent to 15% of the contract amount awarded to the winning contractor.
14	The NPDC shall make payment to the contractor under the progress billing arrangement. Under this arrangement, the contractor will submit request and progress billing and NPDC will release the payment for that portion of the project.
15.2	<i>Not applicable.</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	Unit	Delivered, Weeks/ Months
I.	LIGHT AND SOUND FIXTURES	1 lot	1	The project shall be completed within forty-five (45) calendar days.
A.	Replacement of LED Par / Units			
1	Waterproof LED Par 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect	42	units	
2	18X18w IP65 Waterproof Par Light 18 PCS RGBWA UV 6In1 LED Outdoor Performance Par Light	21	units	
3	Ellipsoidal LED Spot Fixture	8	units	
	Key Features			
	LED Light Source			
	Local or DMX Dimming			
	LED Info Screen on Back			
	Individual Manual Focus and Zoom Control			
	Four Framing Shutters			
	Gobo Accessory Slot			
	Included Gel Frame			
	Neutral Yoke and Integrated Safety Loop			
4	Lighting Controller	1	unit	
5	Labor Force: Consisting 6 Working Days (Repair and Servicing of ZERO88-Betapack 3 (parts and Supply terminals), Installation of 48 units of PAR 38, 21 units of PAR 64 and 8 units Ellipsoidal LED; Cleaning and Repair of 92 units of PAR 38, 52 units of PAR 64; dismantling of faulty equipment			
	1 - Foreman	15	days	
	4 - skilled laborer	15	days	
	2 - unskilled laborer	15	days	
6	Scaffoldings Steel-Vertical	3	sets	
	Rental per set			
	6 H - Frame (1.70 x 1.20)			
	12 Cross Braces (1.80m)			
	2 Catwalk 0.50m x 1.80m			
	Joint Pin			

	Adjustable U- Head		
	8 pcs. x 1 1/4" x 600mm		
	Adjustable Base Jack		
	8 pcs. x 1 1/4" x 600mm		
II.	REPLACEMENT OF ELECTRICAL WIRINGS FROM CONTROL ROOM TO CLUSTER 5, MOT FLAME LAMP, GRANITE WALL and Pole near Cluster 1		
1	Soil Excavation (0.15 X 0.30 X 280)	12.6	m3
2	Removal of Actual Structures/Obstruction	5	m2
3	Materials Cost		
	Laying of PVC Pipe 3/4" diameter	95	pcs.
	Wire # 3.5 mm square THHN/ THWN - 2	5	box
	Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3	boxes
	Slim line Microphone Cable	50	meters
	3.5 Jack Stereo Amphenol	1	pc.
	XLR Male Neutrik 3Pin	2	pcs.
	XLR Chassis Mount Female	1	pc.
	Utility Box with cover (Weatherproof)	1	pc.
	Junction Box with cover (Weatherproof)	1	pc.
	Metal Plate 1-Hole	1	pc.
	Hole Saw 1"	1	pc.
	Cutting Disc #4	5	pcs.
	G.I. Wire # 16	5	kgs.
	Assorted nail	3	kgs.
	Cable Tie #12 Black	700	pcs.
	Lag screw and washer 1/4 x 2"	60	pcs.
	Bolt and washer 3/8 x 1"	50	pcs.
	Rubber Tape	15	pcs.
	Electrical Tape	15	pcs.
	Masking Tape	2	pcs.
	SDS Drill Bit #12	2	pcs.
	Metal Drill Bit 1/4	2	pcs.
	Grip Anchor 3/8	50	pcs.
	End connector 1"	12	pcs.

	Liquid Tight Conduit 1"	5	pcs.
	Plywood 1/4 ordinary	1	pc.
	2x2x12 Wood	3	pcs.
	Round Bar 9mm	3	pcs.
	Flat Black Latex	1	gal.
	Silicone Sealant Black 2 pcs	2	pcs.
	Paint Brush 2	2	pcs.
	Hacksaw Blade	4	pcs.
	Cement	36	bags
	Sand	4	m3
	Gravel	6	m3
4	Labor Force: Consisting of 15 Working Days		
	1 - Foreman	15	days
	3 - skilled laborer	15	days
	2 - unskilled laborer	15	days
III.	AUDIO FIXTURES		
1	Audio Mixer	1	unit
	Specifications:		
	<ul style="list-style-type: none"> • 12-Channel Mixing Console • Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo) • 2GROUP Buses + 1 Stereo Bus • 2 AUX (incl. FX) • "D-PRE" mic preamps with an inverted Darlington circuit • 1-Knob compressors • High-grade effects: SPX with 24 programs • 24-bit / 192kHz 2in / 2out USB Audio functions • Works with the iPad (2 or later) through the Apple iPad Camera Connection Kit / Lightning to USB Camera Adapter • Includes Cubase AI DAW software download version • Cubasis LE for iPad available at App Store • PAD switch on mono inputs • +48V phantom power • Internal Universal Power Supply for world-wide use 		

	<ul style="list-style-type: none"> • XLR balanced outputs • Optional Rack Mount Kit RK-MG12 		
2	2 Series 31 Band Professional Graphic Equalizer	1	unit
	Specifications:		
	Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip Input Type Electronically balanced/unbalanced, RF filtered Input Impedance Balanced 40 kOhm, unbalanced 20 kOhm Max Input >+21dBu balanced or unbalanced CMRR >40dB, typically >55dB at 1kHz Output Connectors 1/4" TRS, male XLR (pin 2 hot), and barrier terminal strip Output Type Impedance-balanced/unbalanced, RF filtered Operating Voltage 100VAC 50/60Hz; 120VAC 60Hz; 230VAC 50/60Hz Power Consumption 24W		
3	15 inch Full Range Powered Speaker	1	unit
	Specifications:		
	Enclosure 15 mm birch plywood with structure paint and monitor angles AD-Systems loudspeakers are rated protection class IP-54 Basic layout 2-way passive system, bass-reflex tuning Protective Grille 1.5 mm grille, covered with acoustic foam Components 15" neodymium low-mid speaker 1" neodymium compression driver with 1.7" voice coil rotatable 75° x 50° CD-Horn Passive Crossover with PPCN technology Accessories U-bracket, double flight case, transport cover		

4	Microphone Cable	100	mtr
5	Dynamic Microphone	2	pcs.
	Specifications:		
	Type: Cardioid Dynamic Microphone Impedance: 150 Ohms Sensitivity: -70dB Frequency Response: 50Hz - 15kHz Connector: Gold-Plated XLR Weight: Approx. 240g		
6	Auxiliary connector from PC to audio mixer	1	pc.
7	XLR Male and Female 3 pins Connector	4	pairs
8	Electric Motor 3HP Pure Copper Single Phase 4 Poles 1720rpm 220v 60Hz	1	unit
IV.	OTHER EXPENSES		
	Pyro (for the play on the death of Dr. Jose Rizal)	1000	pcs.

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>

I.	SCOPE OF WORK	
	<p>Operation of the Martyrdom of Dr. Jose Rizal: A Light and Sound Presentation, and maintenance and repair/troubleshooting of the facility's components, such as the following:</p> <ul style="list-style-type: none"> a. Audio equipment and sound systems; and b. Lighting equipment and control systems. 	
II.	DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR	
	<p>1. Responsibilities</p> <p>The contractor 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 claim for damage arising therefrom.</p> <p>The contractor 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 which are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel.</p> <p>The contractor 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>The contractor shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a</p>	

	<p>safe and effective manner without any additional cost to NPDC.</p> <p>The contractor must provide the employees assigned to NPDC with proper uniforms and identification. They must ensure that all employees wear the company prescribed uniform and ID at all times while on duty.</p> <p>2. Materials and Specifications</p> <p>The details, materials and specifications for this project shall follow the attached Program of Work (POW) and specifications. Queries and clarifications regarding the specifications should be directed to the project in-charge/key personnel of the Planning and Management Division/Cultural and Public Affairs Division.</p> <p>3. Kick-Off Meeting</p> <p>The contractor shall have a kick-off meeting with the project in-charge/key personnel of the Planning and Management Division and Cultural and Public Affairs Division before proceeding with the implementation activities to discuss the plans to be executed and the work schedules and flow.</p> <p>4. Mobilization</p> <p>The work shall consist of the mobilization of the Contractor's equipment and materials necessary for performing the work required. Mobilization shall include all associated costs for the transportation of the Contractor's personnel, equipment and operating supplies to the site. Written advice regarding the list of personnel on-site and list of equipment/tools to be utilized shall be provided to our security service provider and representative of the Cultural and Public Affairs Division.</p>	
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	<p>5. Utilities (Water and Electricity) The contractor shall install sub-meter for water and electricity to monitor the consumption of utilities which is subject to payment at the end of the construction proper by the contractor.</p> <p>6. Site Preparation The work shall consist of the preparation of the site inclusive of site clearing and removal of possible obstacles that may affect the construction process. Installation of barricades/board ups and safety signages around the work area is necessary. Avoid using caution tape and use alternative materials instead.</p> <p>7. Construction Proper / Project Implementation The contractor shall be responsible for the staking out and to check as built plans of the project coverage. Plants and ground cover should be carefully removed and turned to NPDC for re-planting prior to removal or excavation. Rough-in for electrical wiring must be at least 0.30m in depth and ensure that the termination must be properly covered to avoid damage during wiring/cable pull out. The contractor shall request for an inspection to the project in charge or key personnel prior to backfilling or proceeding to the next item of work. Any excavation works done by the contractor during the rough-in must be restored to its original condition and replaced items as per program of work shall turn-over to NPDC.</p> <p>8. Demobilization The work shall consist of the demobilization of the contractor's equipment and materials used for performing the work required. This shall also include demobilization of debris or</p>	
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	<p>other waste from the works done. Demobilization shall include all activities and costs for the transportation of personnel, equipment and supplies not required to be left on site, including disassembly, removal and site clean-up. The contractor shall also coordinate with the Planning and Management Division on the final reading and billing of their water and electrical consumption.</p>	
III.	EXPECTED TIME FRAME	
	The project shall be completed within forty-five (45) calendar days.	
IV.	WARRANTY	
	Contractor shall provide Warranty Certificate with warranty period of one (1) year for the lighting, electrical and audio fixtures that shall be installed/delivered upon turn-over and/or acceptance of the project by the end-user.	

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 - Program of Work

No.	Description	Quantity	Unit	Material Cost		Labor Cost		Estimated Direct Cost	Unit Cost
				Unit Price	Amt	Unit Price	Amt		
I.	LIGHT AND SOUND FIXTURES								
A.	Replacement of LED Par / Units								
1	Waterproof LED Par 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect	42	units						
2	18X18w IP65 Waterproof Par Light 18 PCS RGBWA UV 6In1 LED Outdoor Performance Par Light	21	units						
3	Ellipsoidal LED Spot Fixture Key Features LED Light Source Local or DMX Dimming LED Info Screen on Back Individual Manual Focus and Zoom Control Four Framing Shutters Gobo Accessory Slot Included Gel Frame Neutral Yoke and Integrated Safety Loop	8	units						
4	Lighting Controller	1	unit						

5	Labor Force: Consisting 6 Working Days (Repair and Servicing of ZERO88-Betapack 3 (parts and Supply terminals), Installation of 48 units of PAR 38, 21 units of PAR 64 and 8 units Ellipsoidal LED; Cleaning and Repair of 92 units of PAR 38, 52 units of PAR 64; dismantling of faulty equipment								
	1 - Foreman	15	days						
	4 - skilled laborer	15	days						
	2 - unskilled laborer	15	days						
6	Scaffoldings Steel-Vertical (3 sets)								
	Rental per set								
	6 H - Frame (1.70 x 1.20)								
	12 Cross Braces (1.80m)								
	2 Catwalk 0.50m x 1.80m								
	Joint Pin								
	Adjustable U- Head								
	8 pcs. x 1 1/4" x 600mm								
	Adjustable Base Jack								
	8 pcs. x 1 1/4" x 600mm								
	Total Amount Per Set =	3	sets						
II.	REPLACEMENT OF ELECTRICAL WIRINGS FROM CONTROL ROOM TO CLUSTER 5, MOT FLAME LAMP,								

	GRANITE WALL and Pole near Cluster 1								
1	Soil Excavation (0.15 X 0.30 X 280)	12.6	m3						
2	Removal of Actual Structures/Obstruction	5	m2						
3	Materials Cost								
	Laying of PVC Pipe 3/4" diameter	95	pcs.						
	Wire # 3.5 mm square THHN/ THWN - 2	5	box						
	Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3	boxes						
	Slim line Microphone Cable	50	meters						
	3.5 Jack Stereo Amphenol	1	pc.						
	XLR Male Neutrik 3Pin	2	pcs.						
	XLR Chassis Mount Female	1	pc.						
	Utility Box with cover (Weatherproof)	1	pc.						
	Junction Box with cover (Weatherproof)	1	pc.						
	Metal Plate 1-Hole	1	pc.						
	Hole Saw 1"	1	pc.						
	Cutting Disc #4	5	pcs.						
	G.I. Wire # 16	5	kgs.						
	Assorted nail	3	kgs.						
	Cable Tie #12 Black	700	pcs.						
	Lag screw and washer 1/4 x 2"	60	pcs.						

	Bolt and washer 3/8 x 1"	50	pcs.						
	Rubber Tape	15	pcs.						
	Electrical Tape	15	pcs.						
	Masking Tape	2	pcs.						
	SDS Drill Bit #12	2	pcs.						
	Metal Drill Bit 1/4	2	pcs.						
	Grip Anchor 3/8	50	pcs.						
	End connector 1"	12	pcs.						
	Liquid Tight Conduit 1"	5	pcs.						
	Plywood 1/4 ordinary	1	pc.						
	2x2x12 Wood	3	pcs.						
	Round Bar 9mm	3	pcs.						
	Flat Black Latex	1	gal.						
	Silicone Sealant Black 2 pcs	2	pcs.						
	Paint Brush 2	2	pcs.						
	Hacksaw Blade	4	pcs.						
	Cement	36	bags						
	Sand	4	m3						
	Gravel	6	m3						
4	Labor Force: Consisting of 15 Working Days								
	1 - Foreman	15	days						
	3 - skilled laborer	15	days						
	2 - unskilled laborer	15	days						
III.	AUDIO FIXTURES								

1	Audio Mixer Specifications: <ul style="list-style-type: none"> • 12-Channel Mixing Console • Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo) • 2GROUP Buses + 1 Stereo Bus • 2 AUX (incl. FX) • "D-PRE" mic preamps with an inverted Darlington circuit • 1-Knob compressors • High-grade effects: SPX with 24 programs • 24-bit / 192kHz 2in / 2out USB Audio functions • Works with the iPad (2 or later) through the Apple iPad Camera Connection Kit / Lightning to USB Camera Adapter • Includes Cubase AI DAW software download version • Cubasis LE for iPad available at App Store • PAD switch on mono inputs • +48V phantom power • Internal Universal Power Supply for world-wide use • XLR balanced outputs • Optional Rack Mount Kit RK-MG12 	1	unit						

2	2 Series 31 Band Professional Graphic Equalizer Specifications: Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip Input Type Electronically balanced/unbalanced, RF filtered Input Impedance Balanced 40 kOhm, unbalanced 20 kOhm Max Input >+21dBu balanced or unbalanced CMRR >40dB, typically >55dB at 1kHz Output Connectors 1/4" TRS, male XLR (pin 2 hot), and barrier terminal strip Output Type Impedance-balanced/unbalanced, RF filtered Operating Voltage 100VAC 50/60Hz; 120VAC 60Hz; 230VAC 50/60Hz Power Consumption 24W	1	unit						
3	15 inch Full Range Powered Speaker Specifications:	1	unit						

	<p>Enclosure 15 mm birch plywood with structure paint and monitor angles</p> <p>AD-Systems loudspeakers are rated protection class IP-54</p> <p>Basic layout 2-way passive system, bass-reflex tuning</p> <p>Protective Grille 1.5 mm grille, covered with acoustic foam</p> <p>Components 15" neodymium low-mid speaker</p> <p>1" neodymium compression driver with 1.7" voice coil</p> <p>rotatable 75° x 50° CD-Horn</p> <p>Passive Crossover with PPCN technology</p> <p>Accessories U-bracket, double flight case, transport cover</p>								
4	Microphone Cable	100	mtr						
5	Dynamic Microphone Specifications: Type: Cardioid Dynamic Microphone Impedance: 150 Ohms Sensitivity: -70dB Frequency Response: 50Hz - 15kHz Connector: Gold-Plated XLR Weight: Approx. 240g	2	pcs.						

6	Auxiliary connector from PC to audio mixer	1	pc.						
7	XLR Male and Female 3 pins Connector	4	pairs						
8	Electric Motor 3HP Pure Copper Single Phase 4 Poles 1720rpm 220v 60Hz	1	unit						
IV.	OTHER EXPENSES								
	Pyro (for the play on the death of Dr. Jose Rizal)	1000	pcs.						
	TOTAL PROJECT COST								

Appendix 2 - Terms of Reference

TERMS OF REFERENCE

II. PROJECT TITLE

Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation

III. BACKGROUND:

The Martyrdom of Dr. Jose Rizal: A Light and Sound Presentation, is one of the main attractions of the Rizal Park at the actual location where Dr. Jose Rizal was executed. The light and sound presentation depicts the last hours of our national hero at Intramuros until his execution in the Bagumbayan with life size sculpture by Eduardo Castrillo, script by National Artist Lamberto Avellana and music by National Artist Lucio San Pedro. This was repaired in 2020 and now that the park is open, it is now necessary to operate and maintain this very informative and historical presentation.

IV. PROJECT OBJECTIVES

The project aims to ensure continuous operation of the Martyrdom of Dr. Jose Rizal: A Light and Sound Presentation and ensure availability of evening presentations everyday.

V. SCOPE OF WORK

Operation of the Martyrdom of Dr. Jose Rizal: A Light and Sound Presentation, and maintenance and repair/troubleshooting of the facility's components, such as the following:

- c. Audio equipment and sound systems; and
- d. Lighting equipment and control systems.

VI. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. Responsibilities

The contractor 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 claim for damage arising therefrom.

The contractor 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 which are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel.

The contractor 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.

The contractor shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner without any additional cost to NPDC.

The contractor must provide the employees assigned to NPDC with proper uniforms and identification. They must ensure that all employees wear the company prescribed uniform and ID at all times while on duty.

2. **Materials and Specifications**

The details, materials and specifications for this project shall follow the attached Program of Work (POW) and specifications. Queries and clarifications regarding the specifications should be directed to the project in-charge/key personnel of the Planning and Management Division/Cultural and Public Affairs Division.

3. **Kick-Off Meeting**

The contractor shall have a kick-off meeting with the project in-charge/key personnel of the Planning and Management Division and Cultural and Public Affairs Division before proceeding with the implementation activities to discuss the plans to be executed and the work schedules and flow.

4. **Mobilization**

The work shall consist of the mobilization of the Contractor's equipment and materials necessary for performing the work required. Mobilization shall include all associated costs for the transportation of the Contractor's personnel, equipment and operating supplies to the site. Written advice regarding the list of personnel on-site and list of equipment/tools to be utilized shall be provided to our security service provider and representative of the Cultural and Public Affairs Division.

5. **Utilities (Water and Electricity)**

The contractor shall install sub-meter for water and electricity to monitor the consumption of utilities which is subject to payment at the end of the construction proper by the contractor.

6. **Site Preparation**

The work shall consist of the preparation of the site inclusive of site clearing and removal of possible obstacles that may affect the construction process. Installation

of barricades/board ups and safety signages around the work area is necessary. Avoid using caution tape and use alternative materials instead.

7. Construction Proper / Project Implementation

The contractor shall be responsible for the staking out and to check as built plans of the project coverage. Plants and ground cover should be carefully removed and turned to NPDC for re-planting prior to removal or excavation. Rough-in for electrical wiring must be at least 0.30m in depth and ensure that the termination must be properly covered to avoid damage during wiring/cable pull out. The contractor shall request for an inspection to the project in charge or key personnel prior to backfilling or proceeding to the next item of work. Any excavation works done by the contractor during the rough-in must be restored to its original condition and replaced items as per program of work shall turn-over to NPDC.

8. Demobilization

The work shall consist of the demobilization of the contractor's equipment and materials used for performing the work required. This shall also include demobilization of debris or other waste from the works done. Demobilization shall include all activities and costs for the transportation of personnel, equipment and supplies not required to be left on site, including disassembly, removal and site clean-up. The contractor shall also coordinate with the Planning and Management Division on the final reading and billing of their water and electrical consumption.

VII. DUTIES AND RESPONSIBILITIES OF NATIONAL PARKS DEVELOPMENT COMMITTEE

1. Assist prospective bidders during the conduct of site survey
2. Review and approve the work plan submitted by the Contractor within five (5) working days.
3. Grant the Contractor authorized representative access to its premises and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned NPDC personnel.
4. Reject any unit or any part thereof that fail to pass any test and/or inspection or do not conform to specifications.
5. Pay the Contractor in accordance with conditions set in the Terms of Payment..
6. Issue a Certification of Inspection and Acceptance upon determination by the NPDC-Inspectorate Team that the delivered and installed equipment and components are usable and in good working condition.

VIII. EXPECTED TIME FRAME

The project shall be completed within forty-five (45) calendar days.

IX. THE PROJECT SUPERVISION

The Contractor shall supervise his/her delegated personnel/workers at the site with complete personal protective equipment (PPEs), uniforms and identification cards.

The Contractor shall assign a supervisor personnel/team who shall at all times oversee the performance of construction activities included in the scope of work and shall perform representation and coordination with the Cultural and Public Affairs Division and Planning and Management Division project in-charge/key personnel.

The Contractor must furnish NPDC with documents to support the qualifications of the supervisory personnel/team to be deployed to NPDC upon signing of the contract.

General monitoring, supervision and coordination shall be done between the Contractor and the NPDC's key personnel.

X. THE BIDDER

The bidder must be duly-licensed and a registered contractor with proper operating permits and other statutory requirements. The bidder must be of good standing, has a proven track record of delivering quality work on time and shall submit evidence of good performance on prior engagement.

XI. WARRANTY

Contractor shall provide Warranty Certificate with warranty period of **one (1) year** for the lighting, electrical and audio fixtures that shall be installed/delivered upon turn-over and/or acceptance of the project by the end-user.

XII. APPROVED BUDGET FOR CONTRACT

The approved budget for the project is **One Million Nine Hundred Ninety-Nine Thousand Five Hundred Thirteen Pesos and 66/100 (Php 1,999,513.66)**

XIII. TERMS OF PAYMENT

The NPDC shall make payment to the contractor under the progress billing arrangement. Under this arrangement, the contractor will submit request and progress billing and NPDC will release the payment for that portion of the project.

XIV. PROCUREMENT PROCESS

Procurement of services of a supplier for the above-mentioned project shall be in accordance with the provisions of the Government Procurement Reform Act (RA 9184) and its Revised Implementing Rules and Regulations.