



Bidding Documents for

Rebidding for

Supply and Delivery of

Equipment and Materials

for the Operations and

Maintenance of the

Martyrdom of Dr. Jose

Rizal: A Lights and Sound

Presentation

NPDC-2024-ITB-011

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 BID FOR
Rebidding for Supply and Delivery of Equipment and Materials for the
Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights
and Sound Presentation
NPDC-2024-ITB-011

1. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** through the General Appropriations Act of 2024 intends to apply the sum of **One Million One Hundred Fifty-Six Thousand Nine Hundred (PhP 1,156,900.00)** for Lot No. 01 - **FIXTURES AND EQUIPMENT FOR THE LIGHTS AND SOUND SYSTEM** and **Eight Hundred Forty Two Thousand Four Hundred Fifty Six and 65/100 (PhP 842,456.65)** for Lot No. 02 - **VARIOUS SUPPLIES AND MATERIALS FOR THE REPLACEMENT OF ELECTRICAL WIRING SYSTEM, REHABILITATION OF CONTROL ROOM AND OTHER SUPPLIES** being the ABC to payments under the contract for **Rebidding for Supply and Delivery of Equipment and Materials for the Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation / NPDC-2024-ITB-011**. 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 within **Forty-Five (45) Calendar Days** upon receipt of the Notice to Proceed (NTP). 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.
 - a. 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 **30 August 024** 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. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

Lot no.	Project Title	Amount of Bidding Documents
1	FIXTURES AND EQUIPMENT FOR THE LIGHTS AND SOUND SYSTEM	PhP 1,000.00

2	VARIOUS SUPPLIES AND MATERIALS FOR THE REPLACEMENT OF ELECTRICAL WIRING SYSTEM, REHABILITATION OF CONTROL ROOM AND OTHER SUPPLIES	PhP 1,000.00
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6. The National Parks Development Committee will hold a Pre-Bid Conference on **Monday, 09 September 2024, 2:00 PM** at **The Gallery, Rizal Park Luneta, Ermita, Manila** 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 **Monday, 23 September 2024, 9:00 AM** 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 **Monday, 23 September 2024, 10:00 AM** at the **The Gallery, 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 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
13. You may visit the following websites for downloading of Bidding Documents:
www.npdc.gov.ph / <https://www.philgeps.gov.ph>

30 August 2024

(Sgd.)
FLORIZZA P. BUCLATIN
NPDC BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **National Parks Development Committee** wishes to receive Bids for the **Rebidding for Supply and Delivery of Equipment and Materials for the Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation**, with identification number **NPDC-2024-ITB-011**.

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:

Lot No. 01 - FIXTURES AND EQUIPMENT FOR THE LIGHTS AND SOUND SYSTEM, One Million One Hundred Fifty-Six Thousand Nine Hundred (PhP 1,156,900.00)

Lot No. 02 - VARIOUS SUPPLIES AND MATERIALS FOR THE REPLACEMENT OF ELECTRICAL WIRING SYSTEM, REHABILITATION OF CONTROL ROOM AND OTHER SUPPLIES, Eight Hundred Forty-Two Thousand Four Hundred Fifty-Six and 65/100 (PhP 842,456.65)

2.2. The source of funding is:

a. Continuing Appropriation under RA 11936 or the General Appropriations Act of 2023

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.
- a. 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.
 - 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 *{[insert if applicable]}* 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 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 **BDS**.

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 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.

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

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.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items 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**.
- 21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: Lot No: 1 Fixtures and Equipment for the Lights and Sound System Lot No. 2 Supply and Delivery of Construction Supplies Completed within ten (10) years upon submission of the requirement.
7.1	Subcontracting is not allowed.
12.1	Price quotation should be denominated in Philippine Pesos and inclusive of 12% VAT and all other applicable taxes and charges. Price validity shall be for a period of one hundred twenty (120) calendar days
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: Lot No. 1: a. The amount of not less than PhP 23,138.00 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 57,845.00 if bid security is in Surety Bond. Lot No. 2: a. The amount of not less than PhP 16,849.13 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 42,122.83 if bid security is in Surety Bond.
19.3	Not applicable.
20.1	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. Proof that the bidder has at least one (1) year of relevant experience.
21.2	Not applicable.

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. 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	Delivery and Documents – 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: <i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.” <i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Shiela Rose C. Javier, Media Production Specialist IV from Cultural and Public Affairs Division. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: performance or supervision of on-site assembly and/or start-up of the supplied Goods; a. furnishing of tools required for assembly and/or maintenance of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. 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

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.

d. *[Specify additional incidental service requirements, as needed.]*

e. 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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

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:

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.

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

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

	in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

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
LOT NO. 1: Fixtures and Equipment for the Lights and Sound System				
1	Replacement of ZERO88 – Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility	7 sets		Forty-Five (45) calendar days upon the receipt of the Notice to Proceed (NTP)
2	Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect	14 units		
3	Ellipsoidal LED Spot Fixture 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 pcs		
4	Audio Mixer Specifications: • 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 • PAD switch on mono inputs • +48V phantom power	1 set		
5	2 Series 31 Band Professional Graphic Equalizer	1 set		

	Specifications: • switchable boost/cut ranges of ± 6 dB or ± 15 dB • magnetically isolated internal power supply transformer • inputs & outputs: XLR • 1/4" TRS, and barrier strip with ground lift • Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip		
6	Wireless Microphone System Includes 2 Handheld Vocal Mics, Dual Channel Receiver Connectivity Technology: Wireless Connector Type: XLR Special Feature: Clip Compatible Devices: N/A Included Components: 2 microphone clip Polar Pattern: Unidirectional	1 set	
7	Auxiliary Connector from PC to Audio Mixer	8 pcs	
8	XLR Amphenol Male and Female 3 pins Connector	20 pairs	
9	15-inch Powered Public Address Speaker with Bluetooth Custom-designed 15-inch woofer 2414H compression driver Re-designed high-frequency horn Power: 1,300W peak / 650W RMS Frequency response: 45 Hz–20 kHz (-10 dB); 55 Hz–20 kHz (-3 dB) Max SPL: 128 dB Dispersion: 90° H x 60° V Audio I/Os: 2 XLR Combo, 1 XLR passthrough Advanced dbx DSP: Automatic Feedback Suppression, ducking, 100ms speaker delay, parametric EQ Built-in 3-channel digital mixer Backlit color LCD screen provides easy access to functions Bluetooth 5.0 streaming and control Durable polypropylene cabinet and metal grille	2 sets	

	Two ergonomic handles simplify transport	
10	Desktop Computer Set Processor: 13th Generation Processor (13400F) 4.6GHz, L2 Cache 9.5 MB, Deca-Core RAM Memory: 16 GB DDR4-2666MHz Internal Storage:1TB SSD Graphics Card: 2GB DDR5 with 24 Inches LED Monitor, PC Case with PSU, Motherboard, Mouse and Keyboard, Headset, AVR Software included: MS Office 2019, Windows 11 Pro	1 set
11	Product Brochures	
12	Warranty Certificate with warranty period of one (1) year issued in the name of National Parks Development Committee (NPDC)	
Lot No. 02: Various Supplies and Materials for the Replacement of Electrical Wiring System, Rehabilitation of Control Room and Other Supplies		
1	PVC Pipe 3/4" diameter	95 pcs
2	2" PVC orange pipe x 3m	27 pcs
3	2" PVC coupling	9 pcs
4	Wire # 3.5 mm square THHN/ THWN - 2	5 boxes
5	#200mm2 STR	516 lm
6	#22mm2 STR-green	516 lm
7	8.0 mm2 Royal Cord-3 core	80 lm
8	3.5mm2 Royal Cord-3 core x 75m	3 roll
9	1.25mm2 Royal Cord-3 core	1 roll
10	Panel Board -6 branches	1 l.s

11	Slim line Microphone Cable	50 meters	
12	3.5 Jack Stereo Amphenol	1 pc	
13	XLR Male Neutrik 3Pin	2 pcs	
14	XLR Chassis Mount Female	1 pc	
15	Utility Box with cover (Weatherproof)	1 pc	
16	Junction Box with cover (Weatherproof)	1 pc	
17	Metal Plate 1-Hole	1 pc	
18	Hole Saw 1"	1 pc	
19	Cutting Disc #4	5 pcs	
20	G.I. Wire # 16	5 kgs	
21	Assorted nail	3 kgs	
22	Cable Tie #12 Black	700 pcs	
23	Lag screw and washer 1/4 x 2"	60 pcs	
24	Bolt and washer 3/8 x 1"	50 pcs	
25	Rubber Tape	15 pcs	
26	Electrical Tape	65 pcs	
27	Masking Tape	2 pcs	
28	Grip Gloves	20 pcs	
29	SDS Drill Bit #12	2 pcs	
30	Metal Drill Bit 1/4	2 pcs	
31	Grip Anchor 3/8	50 pcs	
32	End connector 1"	12 pcs	
33	Liquid Tight Conduit 1"	5 pcs	
34	Plywood 1/4 ordinary	1 pc	
35	2x2x12 Wood	3 pcs	
36	Round Bar 9mm	3 pcs	
37	Flat Black Latex	1 gal	

38	Silicone Sealant Black 2 pcs	2 pcs	
39	400 cc PVC Solvent	5 cans	
40	Paint Brush 2	2 pcs	
41	Hacksaw Blade	4 pcs	
42	Cement	36 bags	
43	Sand	4 m3	
44	Gravel	6 m3	
45	Concrete Neutralizer	0.5 gal	
46	Concrete Sealer/Primer	1 gal	
47	Patching Compound	1 kg	
48	Latex Paint (Semi-gloss)	2 gal	
49	Paint Tray with Roller (Size: 14" x 2" x 11")	2 sets	
50	Paint Red Lead	0.5 gal	
51	Enamel Paint	1 gal	
52	Paint Thinner	2.5 gal	
53	Paint Tingting Color	1 pint	
54	Hippo Paint Brush #4	2 pcs	
55	Pyro (for the play on the death of Dr. Jose Rizal)	1000 pcs	
56	Industrial/General Purpose Motor (for the Flagpole) Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	1 unit	
57	Product Brochures		
58	Warranty Certificate with warranty period of one (1) year issued in the name of National Parks Development Committee (NPDC)		

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

NAME OF BIDDER

SIGNATURE

DATE

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<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>
LOT NO.1	Fixtures and Equipment for the Lights and Sound System	
1	Replacement of ZERO88 – Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility	
2	Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor	

	IP65 LED DMX Stage Lighting Effect	
3	Ellipsoidal LED Spot Fixture 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	Audio Mixer Specifications: • 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 • PAD switch on mono inputs • +48V phantom power	
5	2 Series 31 Band Professional Graphic Equalizer Specifications: • switchable boost/cut ranges of ± 6 dB or ± 15 dB • magnetically isolated internal power supply transformer • inputs & outputs: XLR • 1/4" TRS, and barrier strip with ground lift • Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip	
6	Wireless Microphone System	

	Includes 2 Handheld Vocal Mics, Dual Channel Receiver Connectivity Technology: Wireless Connector Type: XLR Special Feature: Clip Compatible Devices: N/A Included Components: 2 microphone clip Polar Pattern: Unidirectional	
7	Auxiliary Connector from PC to Audio Mixer	
8	XLR Amphenol Male and Female 3 pins Connector	
9	15-inch Powered Public Address Speaker with Bluetooth Custom-designed 15-inch woofer 2414H compression driver Re-designed high-frequency horn Power: 1,300W peak / 650W RMS Frequency response: 45 Hz–20 kHz (-10 dB); 55 Hz–20 kHz (-3 dB) Max SPL: 128 dB Dispersion: 90° H x 60° V Audio I/Os: 2 XLR Combo, 1 XLR passthrough Advanced dbx DSP: Automatic Feedback Suppression, ducking, 100ms speaker delay, parametric EQ Built-in 3-channel digital mixer Backlit color LCD screen provides easy access to functions Bluetooth 5.0 streaming and control Durable polypropylene cabinet and metal grille Two ergonomic handles simplify transport	
10	Desktop Computer Full Set 13th Generation Intel® Intel Core i5 All series Desktop	

	Computer Full Set 13th gen i5 13700 Hexadeca core 4.2Ghz frequency 16G RAM 1TB SSD intel UHD Graphics 770 RGB Case 8 GB DDR5-4400MHz (UDIMM) Graphic Card Integrated Graphics 2 Pcs. 24 Inches Led Monitor Condition:Brand New Operating system: Windows 10 Home 64 Processor family: Intel® Core™ i7 13700 Processor Processor: i7 13700 (2.1GHz base frequency, up to 4.2GHz, L3 Cache 30MB, Hexadeca-Core) Mainboard: H610-DS4-V1.1 RAM Memory: 16 GB DDR4-2666MHz Internal Storage:1TB SSD Graphics card (integrate):Intel® UHD Graphics 770 PC Case: Full size RGB PC case ,LED FAN*4 Software included: MS office	
11	Product Brochures	
12	Warranty Certificate with warranty period of one (1) year issued in the name of National Parks Development Committee (NPDC)	
LOT NO. 2	Various Supplies and Materials for the Replacement of Electrical Wiring System, Rehabilitation of Control Room and Other Supplies	
1	PVC Pipe 3/4" diameter	
2	2" PVC orange pipe x 3m	
3	2" PVC coupling	
4	Wire # 3.5 mm square THHN/ THWN - 2	
5	#200mm2 STR	

6	#22mm2 STR-green	
7	8.0 mm2 Royal Cord-3 core	
8	3.5mm2 Royal Cord-3 core x 75m	
9	1.25mm2 Royal Cord-3 core	
10	Panel Board -6 branches	
11	Slim line Microphone Cable	
12	3.5 Jack Stereo Amphenol	
13	XLR Male Neutrik 3Pin	
14	XLR Chassis Mount Female	
15	Utility Box with cover (Weatherproof)	
16	Junction Box with cover (Weatherproof)	
17	Metal Plate 1-Hole	
18	Hole Saw 1"	
19	Cutting Disc #4	
20	G.I. Wire # 16	
21	Assorted nail	
22	Cable Tie #12 Black	
23	Lag screw and washer 1/4 x 2"	
24	Bolt and washer 3/8 x 1"	
25	Rubber Tape	
26	Electrical Tape	
27	Masking Tape	
28	Grip Gloves	
29	SDS Drill Bit #12	
30	Metal Drill Bit 1/4	

31	Grip Anchor 3/8	
32	End connector 1"	
33	Liquid Tight Conduit 1"	
34	Plywood 1/4 ordinary	
35	2x2x12 Wood	
36	Round Bar 9mm	
37	Flat Black Latex	
38	Silicone Sealant Black 2 pcs	
39	400 cc PVC Solvent	
40	Paint Brush 2	
41	Hacksaw Blade	
42	Cement	
43	Sand	
44	Gravel	
45	Concrete Neutralizer	
46	Concrete Sealer/Primer	
47	Patching Compound	
48	Latex Paint (Semi-gloss)	
49	Paint Tray with Roller (Size: 14" x 2" x 11")	
50	Paint Red Lead	
51	Enamel Paint	
52	Paint Thinner	
53	Paint Tinting Color	
54	Hippo Paint Brush #4	
55	Pyro (for the play on the death of Dr. Jose Rizal)	

56	Industrial/General Purpose Motor (for the Flagpole) Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	
57	Product Brochures	
58	Warranty Certificate with warranty period of one (1) year issued in the name of National Parks Development Committee (NPDC)	

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.

TERMS OF REFERENCE

I. PROJECT TITLE

Supply and Delivery of Equipment and Materials for the Operations and Maintenance of the Martyrdom of Dr. Jose Rizal: A Lights and Sound Presentation

II. 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.

III. 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.

IV. MINIMUM REQUIREMENTS OF THE SUPPLIER/S

- a. Must be registered at Philippine Government Electronic Procurement System (PhilGEPS) with a Platinum membership
- b. If sole proprietorship, must be registered with DTI; If partnership or corporation must be registered with SEC; and if cooperative, must be registered with CDA
- c. Must have a valid Business Permit
- d. Must have a valid BIR Registration Certificate and BIR Tax Clearance
- e. Must have at least one (1) year relevant experience
- f. Price quotation should be denominated in Philippine Pesos and inclusive of 12% VAT and all other applicable taxes and charges. Price validity shall be for a period of one hundred twenty (120) calendar days

V. SCOPE OF WORK

The supplier shall provide the following:

Lot 1: Fixtures and Equipment for the Lights and Sound System

Particulars and Technical Specifications	Quantity
Replacement of ZERO88 - Betapack 3 Controller	7 sets
Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect	14 units
Ellipsoidal LED Spot Fixture	8 pcs
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	
Audio Mixer Specifications: • 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 • PAD switch on mono inputs • +48V phantom power	1 set
2 Series 31 Band Professional Graphic Equalizer Specifications: • switchable boost/cut ranges of ± 6 dB or ± 15 dB • magnetically isolated internal power supply transformer • inputs & outputs: XLR • 1/4" TRS, and barrier strip with ground lift • Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip	1 set
Wireless Microphone System Includes 2 Handheld Vocal Mics, Dual Channel Receiver Connectivity Technology: Wireless Connector Type: XLR Special Feature: Clip Compatible Devices: Headphone Included Components: 2 microphone clip Polar Pattern: Unidirectional	1 set
Auxiliary Connector from PC to Audio Mixer	8 pcs
XLR Amphenol Male and Female 3 pins Connector	20 pairs
15-inch Powered Public Address Speaker with Bluetooth Custom-designed 15-inch woofer 2414H compression driver Re-designed high-frequency horn Power: 1,300W peak / 650W RMS	2 sets

Frequency response: 45 Hz-20 kHz (-10 dB); 55 Hz-20 kHz (-3 dB) Max SPL: 128 dB Dispersion: 90° H x 60° V Audio I/Os: 2 XLR Combo, 1 XLR passthrough Advanced dbx DSP: Automatic Feedback Suppression, ducking, 100ms speaker delay, parametric EQ Built-in 3-channel digital mixer Backlit color LCD screen provides easy access to functions Bluetooth 5.0 streaming and control Durable polypropylene cabinet and metal grille Two ergonomic handles simplify transport	
Desktop Computer Set - Processor : 13th Generation Processor (13400F) 4.6GHz, L2 Cache 9.5 MB, Deca-Core - RAM Memory: 16 GB DDR4-2666MHz - Internal Storage:1TB SSD - Graphics Card : 2GB DDR5 - with 24 Inches LED Monitor, PC Case with PSU, Motherboard, Mouse and Keyboard, Headset, AVR - Software included: MS Office 2019 Windows 11 Pro	1 set

Lot 2: Various Supplies and Materials for the Replacement of Electrical Wiring System, Rehabilitation of Control Room and Other Supplies

Particulars and Technical Specifications	Quantity
PVC Pipe 3/4" diameter	95 pcs
2" PVC orange pipe x 3m	27 pcs
2" PVC coupling	9 pcs
Wire # 3.5 mm square THHN/ THWN - 2	5 boxes
#200mm ² STR	516 lm
#22mm ² STR-green	516 lm
8.0 mm ² Royal Cord-3 core	80 lm
3.5mm ² Royal Cord-3 core x 75m	3 roll
1.25mm ² Royal Cord-3 core	1 roll
Panel Board -6 branches	1 l.s
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	65 pcs
Masking Tape	2 pcs
Grip Gloves	20 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
400 cc PVC Solvent	5 cans
Paint Brush 2	2 pcs
Hacksaw Blade	4 pcs
Cement	36 bags
Sand	4 m3
Gravel	6 m3
Concrete Neutralizer	0.5 gal
Concrete Sealer/Primer	1 gal
Patching Compound	1 kg
Latex Paint (Semi-gloss)	2 gal
Paint Tray with Roller (Size: 14" x 2" x 11")	2 sets
Paint Red Lead	0.5 gal
Enamel Paint	1 gal
Paint Thinner	2.5 gal
Paint Tingting Color	1 pint
Hippo Paint Brush #4	2 pcs
Pyro (for the play on the death of Dr. Jose Rizal)	1000 pcs
Industrial/General Purpose Motor (for the Flagpole)	1 unit
Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	

VI. EXPECTED TIME FRAME

Delivery of items shall be within forty-five (45) calendar days upon receipt of Notice to Proceed.

VII. WARRANTY

The supplier shall provide Warranty Certificate with warranty period of **one (1) year** for Lot 1 and the Industrial/General Purpose Motor for the Flagpole of Lot 2 that shall be installed/delivered upon turn-over and/or acceptance of the project by the end-user.

VIII. APPROVED BUDGET FOR CONTRACT

The approved budget for the project is **One Million Nine Hundred Ninety-Nine Thousand Three Hundred Fifty-Six Pesos and 65/100 (Php 1,999,356.65)**, inclusive of all government taxes and charges.

The winning bid shall be determined based on the proposal with the most advantageous financial package cost, provided that the amount of bid does not exceed the ABC.

IX. TERMS OF PAYMENT

The NPDC shall make payment to the winning bidder in accordance with the government procedures. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties and liquidated damages in accordance to RA 9184.

X. 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.