



Bidding Documents for

**Operation and
Maintenance Services
for the Musical Dancing
Fountain of Rizal Park
Luneta FY 2025**

NPDC-2024-EPA-ITB-004

(Early Procurement Activity)

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
Operation and Maintenance Services for the Musical Dancing Fountain of
Rizal Park Luneta FY 2025
NPDC-2024-EPA-ITB-004

1. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** through the National Expenditure Program (NEP) of 2025 intends to apply the sum of **Eight Million Three Hundred Thousand Pesos Only (Php 8,300,000.00)** being the ABC to payments under the contract for **Operation and Maintenance Services for the Musical Dancing Fountain of Rizal Park Luneta FY 2025 / NPDC-2024-EPA-ITB-004**. 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 Early Procurement Activity (EPA) of the above Procurement Project. Delivery of the Goods is required within **365 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. All values indicated on the cost breakdown must be rounded off to two decimal places including the total bid offer.
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.
 - 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.
5. 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**.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **23 October 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 **Ten Thousand (PhP 10,000.00)**. 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 Pre-Bid Conference on **Tuesday, 05 November 2024, 11:00 AM** at **The Gallery, Rizal Park Luneta, Ermita, Manila** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **Tuesday, 19 November 2024, 10:00 AM** 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 **Tuesday, 19 November, 11:00 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.
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 award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
 - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules
13. 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.

14. 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

15. You may visit the following websites for downloading of Bidding Documents:

www.npdc.gov.ph / <https://www.philgeps.gov.ph>

23 October 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 **Operation and Maintenance Services for the Musical Dancing Fountain of Rizal Park Luneta FY 2025** with identification number **NPDC-2024-EPA-ITB-004**.

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 **2025** in the amount of **Eight Million Three Hundred Thousand Pesos Only (Php 8,300,000.00)**.

2.2. The source of funding is:

a. NEP, the National Expenditure Program of 2025

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 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 (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

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

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.

- 17.1. 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: <ul style="list-style-type: none"> a. Operation and Maintenance of Musical Dancing Fountain Completed within five (5) years upon submission of the bid
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PhP 166,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 415,000.00 if bid security is in Surety Bond.
15	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID"</p> <p>All envelopes shall contain the name of the contract to be bid in capital letters Operation and Maintenance Services for the Musical Dancing Fountain of Rizal Park Luneta FY 2025</p> <p>bear the name and address of the Bidder in capital letters; be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1 FLORIZZA P. BUCLATIN BAC CHAIRPERSON NATIONAL PARKS DEVELOPMENT COMMITTEE P. BURGOS AVE, RIZAL PARK, ERMITA, MANILA</p> <p>bear the specific identification of this bidding process indicated in the ITB Clause 1: NPDC-2024-EPA-ITB-004</p> <p>bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids DO NOT OPEN BEFORE 19 November 2024 11:00 AM</p>
19.3	Not applicable.
20.1	<ol style="list-style-type: none"> 1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners; If corporation, SEC Certification of Registration and Articles of

	<p>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;</p> <ol style="list-style-type: none"> 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. Main Office must be based in greater Manila Area; 5. Proof of engagement in the business for at least five (5) years is preferred but not required; 6. An appropriate ISO 9001:2015 Quality Management System Certification is preferred. This is not a required document or qualification but this will be a deciding factor in case of tie-breaker as the NPDC is an ISO-certified government agency. 7. Inventory of equipment, subject to actual inspection during post qualification. 8. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years. <p>For Service Provider that has ongoing/previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least a monthly average of Very Satisfactory (92.50 or higher) duly certified by the Agency for the latest year of contract.</p>
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

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.
2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Scope of Contract are detailed in the Attached Terms of Reference.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is</p> <p style="text-align: center;">Engr. Miche'l Rainel M. Regalario Park Operations Superintendent II Park Operations Division.</p> <p>Incidental Services – The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
2	<p>Payment Terms:</p> <ol style="list-style-type: none"> 1. The Service Provider shall be paid on a monthly basis. However, EVERY LAST MONTH OF THE QUARTER (e.g. March, June, September, and December), the SERVICE PROVIDER shall be paid twice a month, in two installments, (e.g. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. The Committee requires the Janitorial Service Provider to submit its billing statement on or before the 10th day of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of the contract. Further, failure to submit the billing statement on time will result in delayed payment. The Janitorial Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds. 2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing; <ol style="list-style-type: none"> a. Copy of Notice of Award (Initial Payment); b. Copy of Notice to Proceed (Initial Payment); c. Duly Signed Contract (Initial Payment); d. Service Provider's bill; e. Accomplishment Report; f. Daily Time Record; g. Summary Sheet; h. Certification of payment to employees of the service providers; i. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher; j. Result of survey ratings k. Other documents are deemed necessary depending on the nature of the transaction.

	<p>3. Claim for unbilled charges and all other similar expenses</p> <ul style="list-style-type: none"> a. The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and b. Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.
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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.	Preventive Maintenance of the Musical Dancing Fountain and its Equipment (Detailed in the attached TOR)	1	Lot	365 calendar days upon the receipt of the Notice to Proceed (NTP)
II.	Performance and Daily Operations (Detailed in the attached TOR)			
III.	Installation and Daily Operations of the Musical Dancing Curtain Wall and Projector (Detailed in the attached TOR)			

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>
1.	Preventive Maintenance of the Musical Dancing Fountain and its Equipment (Detailed in the attached TOR)	
2.	Performance and Daily Operations (Detailed in the attached TOR)	
3.	Installation and Daily Operations of the Musical Dancing Curtain Wall and Projector (Detailed in the attached TOR)	

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.

ANNEX A - TERMS OF REFERENCE

OPERATION AND MAINTENANCE SERVICES FOR THE MUSICAL DANCING FOUNTAIN OF RIZAL PARK LUNETA FY 2025

I. OBJECTIVES

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

II. SERVICE PROVIDER QUALIFICATIONS

1. Basic Qualifications

- 1.1 Must have a valid PhilGEPS Registration Certificate (Platinum Membership)
- 1.2 Main Office must be based in greater Manila Area
- 1.3 Engagement in the business for at least five (5) years is required.

2. Adherence to Labor Laws and Guidelines.

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

- 2.1 A sworn undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.
- 2.2 A sworn undertaking that the Service Provider shall be held liable for damages or loss to any property of the National Parks Development Committee, other service providers, or other government agencies incurred by any Operations and Maintenance Personnel during their work;

- 2.3 A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, and HDMF.
 - 2.4 A sworn undertaking that the expenses for any training which is reasonable or related to the scope of work of the service provider in addition to those required by DOLE shall be shouldered by the Service Provider.
 - 2.5 A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.
 - 2.6 The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code.
 - 2.7 The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2024 (January to August 2024).
 - 2.8 Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
 - 2.9 An appropriate ISO 9001:2015 Quality Management System Certification is preferred.
 - 2.10 Must submit an inventory of equipment, subject to actual inspection during post-qualification.
3. Evidence of good performance on prior engagements
 - 3.1 Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three (3) years.
For Service Provider that has an ongoing/ previous contract with NPDC, the Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory duly certified by the Agency for the latest year of contract.

III. SERVICE PROVIDER RESPONSIBILITIES

1. Organization and Human Resources

- 1.1 The Service Provider must provide sworn statements that have sufficient technical personnel knowledgeable on the operation, preventive maintenance, and repair of the musical dancing fountain at the time of bidding.
 - 1.2 The Service Provider's administration, operations, and human resources division must be properly and adequately staffed individuals to support all the active technical personnel under its care.
2. Availability of Equipment
 - 2.1 The Service Provider must provide all the necessary tools/equipment, proper personal protective equipment, uniform with protective sunlight protection, warning signs, and consumables for the operation, maintenance, and repair of the musical dancing fountain for all technical personnel deployed to NPDC.
 - 2.2 The service provider must field competent men and women skilled in Fountain Maintenance on how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).

IV. PERSONNEL WELFARE, BEHAVIOR, AND RESPONSIBILITY

1. The Service Provider shall, at all times, exercise the highest degree of care, skill, and diligence in the performance of its obligations under this Agreement, taking all necessary precautions to prevent injury, damage, or loss to persons or property. The Service Provider further agrees to indemnify, defend, and hold harmless the National Parks Development Committee (NPDC), its officers, agents, and employees, from and against any and all claims, liabilities, damages, or expenses, including but not limited to those arising from or related to injury, damage, or loss caused in whole or in part by the Service Provider's acts, omissions, or negligence in the execution of its duties.
2. The Service Provider shall assume full liability and responsibility for any and all losses, damages, property destruction, or death/injuries sustained by the NPDC, its employees, or visitors, arising directly from the negligence, fault, unlawful acts, or misconduct of the Service Provider's personnel. The Service Provider further agrees to indemnify and hold harmless the NPDC from any claims or liabilities resulting from such incidents
3. The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its

representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety.

4. The service provider shall be able to respond to situations that require immediate assistance from its employees due to national emergencies, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.
5. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, or any NPDC Offices, and premises.
6. The service provider shall provide Accident insurance for both personal and property damage. The Service Provider shall provide consistent and quality service through qualified and highly trained technical personnel who shall maintain the musical dancing fountain to guarantee its continuous operation.
7. The Service Provider shall strictly adhere to the maintenance schedule established by the NPDC, from 9:00 AM to 3:00 PM daily. This schedule may be subject to change based on event requirements. In the event that the Musical Dancing Fountain is needed for scheduled performances, the Park Operations team will promptly coordinate with the Service Provider to adjust accordingly.

V. PROVISION OF RESOURCES

1. Resources to be Provided by NPDC
 - 1.1 Water and electricity consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and electricity by instructing and directing assigned service personnel to use water and electricity at a minimum requirement at all times.
 - 1.2 The NPDC shall provide a reasonable amount of space if necessary for the service provider's personnel, tools, equipment, and vehicles.
 - 1.3 The Service Provider shall coordinate with the NPDC for the use of water consumption whenever they have to replenish water for the lagoon.
 - 1.4 The Service Provider shall keep their control room and the vicinity of the Central Lagoon clean and orderly at all times.

VI. SCOPE OF WORK

The Service Provider shall render the following services to NPDC:

1. Preventive maintenance of the Musical Dancing Fountain and its equipment

The Service Provider is responsible for monitoring, inspecting, and maintaining all of the musical dancing fountain equipment to ensure safe, efficient, and continuous operation of the equipment according to the set performance standards. This includes, but is not limited to, the following:

1. All water features
 - 1.1 Inspection of all water features before operation to ensure proper and safe execution of the desired performance/show.
2. Water and Pool Quality
 - 2.1 Regular water quality monitoring
 - 2.2 Draining, dredging/cleaning, and filling the fountain pool whenever needed, in coordination with NPDC Management.
 - 2.3 Supply and application of approved BFAD water treatment chemicals to ensure good water quality.
 - 2.4 Repair of cracks and exposed fountain components as needed
 - 2.5 Removal of corrosion as needed
3. Gyration fountains, individual fountain nozzles, high-speed chopping mechanisms, filters, motorized valves, solenoid valves, other electro-mechanical components, and plumbing
 - 3.1 Regular inspection, cleaning, and adjustment of mentioned systems and components/equipment
 - 3.2 Servicing, repair, adjustment, or replacement of mentioned systems and components/equipment and systems as the need arises
 - 3.3 Other preventive maintenance tasks of mentioned systems and components/equipment
4. Pumps, filters systems, compressors, and the related electrical systems
 - 4.1 Regular inspection of mentioned components/equipment and systems
 - 4.2 Regular inspection of terminals and connections
 - 4.3 Servicing, repair, adjustment, or replacement of mentioned systems as the need arises
 - 4.4 Other preventive maintenance activities on the mentioned systems and components which includes cleaning, tightening, and other activities

5. Control systems and the related electrical systems (e.g. Gyration Controls, Solenoid Controls, Chopper Controls, Flame Controls, Programmable Logic Controller, Programmed Vertical Jets Control, Motorized Valve Controls)
 - 5.1 Regular inspection of mentioned systems and the associated components such as magnetic switches, circuit breakers, and automation electronics
 - 5.2 Regular inspection of terminals and connections
 - 5.3 Servicing, repair, adjustment, or replacement of mentioned systems and components as the need arises
 - 5.4 Other preventive maintenance activities on the mentioned systems and components which includes cleaning, tightening, and other activities

6. Lighting system which includes, but are not limited to, lighting controls, fountain lamps, and associated electrical systems
 - 6.1 Regular inspection of lighting system and its related components
 - 6.2 Regular inspection of terminals and connections
 - 6.3 Servicing, repair, adjustment, or replacement of lighting system, components, and related components/systems as the need arises
 - 6.4 Other preventive maintenance activities on the mentioned systems and components which includes cleaning, tightening, and other activities

7. Sound system which includes, but are not limited to music players, equalizers, speaker/speaker systems (including speaker baffles), and related electrical systems
 - 7.1 Regular inspection of sound system and its related components
 - 7.2 Regular inspection of terminals and connections
 - 7.3 Servicing, repair, adjustment, or replacement of sound system, components, and related components

2. Performance and Daily Operations

1. Water Fountain Performance
 - a. Water Jet Precision: The water jets must be consistent in shape and direction, capable of creating dynamic water patterns that are fully synchronized with the music and lighting.
 - b. Water Jet Response Time: Water jets should respond promptly to the control system commands, ensuring smooth transitions

between different water effects, including high-speed chopping, arching, and fan patterns.

- c. Water Jet Heights: The water jets should vary in height according to the performance requirements, with precise control over the height range meters.
- d. Stability and Consistency: Water jets should remain stable during the performance, with minimal fluctuation in the height or direction unless intentionally programmed for effect.

2. Lighting Quality

- a. Brightness and Color Accuracy: The lighting system should maintain high brightness and color accuracy, ensuring vivid and vibrant visual effects. Dimming or color fading must be controlled precisely for desired effects during performances.
- b. Dynamic Lighting Effects: The lighting system must be capable of executing various dynamic lighting effects, including color-changing, strobe, and pulsating effects, to enhance the overall performance.
- c. Even Light Distribution: The lighting must be evenly distributed across the fountain area, ensuring that all sections of the fountain are illuminated according to the performance needs.

3. Sound and Audio Quality

- a. Clarity of Sound: The audio system must deliver clear, distortion-free sound throughout the performance. The music should be loud enough to be heard across the viewing area with minimal interference from background noise.
- b. Balanced Audio Levels: The sound system should be capable of adjusting audio levels dynamically, ensuring that louder musical segments do not overpower the water and lighting effects.
- c. Music Repertoire: The system should support a variety of music genres and tracks, and the audio output must remain crisp and balanced, regardless of the music style or volume.

4. Synchronization of Water Movements with Music and Lighting

- a. Music Synchronization: The water jet movements should be perfectly timed with the beats, tempo, and rhythm of the music. Each musical note or crescendo must correspond to a precise fountain movement, ensuring an immersive experience for the audience.

- b. Lighting Synchronization: The colors and intensity of the LED lights must change in coordination with the water movements, creating a harmonious interaction between water, light, and sound.
 - c. Visual Harmony: The overall aesthetic of the water performance must maintain visual harmony, with transitions between different water effects being smooth and well-coordinated with the lighting changes.
- 5. Dancing Fountain and Choreography
 - a. The service provider must coordinate with NPDC to select songs in line with the monthly themes such as Valentine's Day in February, Holy Week, Filipiniana theme for June, Halloween, October, Christmas in December, and any other special events.
 - b. A total of forty (40) new songs shall be added yearly to the playlist, to be approved by NPDC and/or CPAD to submit the thematic playlist. In excess of forty (40) songs, a fee of Ten Thousand Pesos (Php 10,000.00) per song shall be charged to the Client payable to the Service Provider.
 - c. Choreography including programming and testing of the songs.
 - d. The Service Provider must submit a playlist both for choreographed and non-choreographed songs that shall be played on the Musical Dancing Fountain, including the time slot or schedule of playing for approval of NPDC. The Service Provider will be held liable for playing songs that are not authorized by the NPDC.
- 6. Assistance during events
 - a. The service provider shall provide assistance during Park Events by facilitating earlier operations of the Musical Dancing Fountain or performing specific songs that are suitable for the event. The National Parks Development Committee (NPDC) shall coordinate with the service provider prior to each event to ensure appropriate arrangements are made in accordance with the event's requirements
- 7. Assessment /Repair of Existing Water Pumps
 - a. The service provider shall assist in the assessment and minor repair of the existing water pumps at Rizal Park Luneta and Paco Park.
 - b. The provide servicer shall undertake repair and maintenance of the alternative water source.
- 8. Improvement, Upgrading, and Proposal for Water Features of the Park

The service provider shall be responsible for assessing the current water features of the park and submitting proposals for improvement and upgrading. This includes, but is not limited to:

- a. Conducting a thorough evaluation of existing water features to identify areas needing enhancement or modernization.
- b. Recommending new technologies and design improvements to enhance water performance, energy efficiency, and aesthetic appeal.
- c. Proposing innovative water feature concepts that align with the overall park design and the visitor experience, including interactive features, eco-friendly systems, and artistic elements.
- d. Submitting a detailed cost estimate, implementation timeline, and technical specifications for all proposed upgrades and improvements.
- e. Recommending and procuring additional components to improve the synchronization and overall visual and auditory experience of the Musical Dancing Fountain. This may include upgrading audio, visual and lighting systems, control systems or any other components such as high-quality speakers and amplifiers that would significantly enhance the park visitors' experience.

The proposals shall be subject to approval by the National Parks Development Committee (NPDC) before implementation.

VI. INSTALLATION AND DAILY OPERATIONS OF THE MUSICAL DANCING CURTAIN WALL AND PROJECTOR

1. The Service Provider must ensure the uninterrupted operation and maintenance of the Musical Dancing Fountain Curtain Wall Projector while maintaining the quality of the visual displays during performances.
2. The NPDC will also utilize the projector for various events and activities such as cultural presentations, exhibitions, or special gatherings. This requires additional coordination between the technical team and event organizers to ensure seamless integration of the projector into these activities.

VII. PERFORMANCE

1. NPDC expects excellent performance from the Service Provider. As such, performance expectations and measures shall be communicated by

- NPDC to the winning Service Provider and agreed upon by the parties prior to contract preparation and signing.
2. End-user shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract which shall be attached to the billing.
 3. The Service provider is required to obtain a monthly rating of at least Very Satisfactory, (92.50% - 99.99%) based on the Service Level Agreement.
 4. If the Service Provider fails to obtain a rating of VERY SATISFACTORY, this shall be considered a breach of an obligation under contract and grounds for the imposition of liquidated damages in accordance with RA 9184 and its IRR.
 5. NPDC has the right to terminate the service contract with the winning Service Provider before the stated contract end date if the Service Provider fails to meet the agreed-upon performance expectations and measures.
 6. In the event of inclement weather or typhoon Signal, the Service Provider shall not operate the Musical Dancing fountain even without official notice from the NPDC unless requested by NPDC to continue the operation of the Musical Dancing Fountain.

VIII. BILLINGS AND PAYMENT

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

- 1.2 Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;
 - a. Copy of Notice of Award (Initial Payment);
 - b. Copy of Notice to Proceed (Initial Payment);
 - c. Duly Signed Contract (Initial Payment);
 - d. Service Provider's bill;
 - e. Accomplishment Report;
 - f. Copy of duly accomplished remittance to the government agencies and/or GOCCs together with the corresponding check voucher;
 - g. Result of service level monitoring tool (to be provided by The NPDC)
2. Claim for unbilled charges and all other similar expenses
 - 2.1 The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and
 - 2.2 Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.

IX. PENALTIES

1. VIOLATIONS/OFFENSE

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

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

2. TERMINATION OF CONTRACT

- a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Service Provider
- b. Material breach of contract by the Service Provider shall be ground for termination of the contract, such as when either of the following exists:
 - i. The Service Provider has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.
 - ii. The Service Provider has incurred two (2) consecutive performance assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.
- c. Violation of the Service Provider of any material terms and conditions of the Contract.
- d. Labor disputes/strike of the Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract.
- e. Assignment or any form of conveyance by the Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.



**OPERATIONS AND MAINTENANCE OF MUSICAL DANCING FOUNTAIN
SUMMARY OF SERVICE LEVEL AGREEMENT (SLA) MONITORING TOOL RESULTS**

Service Provider:	
Evaluation Period:	
Location:	MUSICAL DANCING FOUNTAIN

PARTICULARS	WEIGHT	RATING
I. COMPLIANCE		
A. Observance to Labor Laws and Regulation	5%	
B. Completeness and Provision of Tools, Equipment, Vehicles, PPEs and other Materials	5%	
II. QUALITY OF WORK		
A. Preventive Maintenance of the Musical Dancing Fountain and its equipments	25%	
B. Performance and Daily Operations	35%	
C. Technical Reports	5%	
III. CUSTOMER SURVEY RATING	25%	
FINAL RATING		

RATING GUIDE:

Excellent: 100

Very Satisfactory: 92.50 - 99.99

Satisfactory: 85.00 - 92.49

Needs Improvement: 67.50 - 84.99

Poor: 50.00 - 67.49

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

NAME OF BIDDER

SIGNATURE

DATE