



BIDDING DOCUMENTS FOR

**Negotiated Procurement  
(Two-Failed Biddings) 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-ITN-2024-002

**2024**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the *"name of the Procuring Entity"* and *"address for bid submission,"* should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** - Approved Budget for the Contract.

**BAC** - Bids and Awards Committee.

**Bid** - A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** - Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** - The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** - Bureau of Internal Revenue.

**BSP** - Bangko Sentral ng Pilipinas.

**Consulting Services** - Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** - Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** - Cost Insurance and Freight.

**CIP** - Carriage and Insurance Paid.

**CPI** - Consumer Price Index.

**DDP** - Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** - Department of Trade and Industry.

**EXW** - Ex works.

**FCA** - "Free Carrier" shipping point.

**FOB** - "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**- Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** - Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** - Government Financial Institution.

**GOCC** - Government-owned and/or -controlled corporation.

**Goods** - Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** - Government of the Philippines.

**GPPB** - Government Procurement Policy Board.

**INCOTERMS** - International Commercial Terms.

**Infrastructure Projects** - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** - Local Government Units.

**NFCC** - Net Financial Contracting Capacity.

**NGA** - National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** - refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** - Philippine Statistics Authority.

**SEC** - Securities and Exchange Commission.

**SLCC** - Single Largest Completed Contract.

**Supplier** - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** - United Nations.

## ***Section I. Invitation to Bid***





**INVITATION TO NEGOTIATE FOR**  
**Negotiated Procurement (Two-Failed Biddings) for 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-ITN-002*

1. The National Parks Development Committee through the FY 2024 Continuing Appropriation (General Appropriations Act of 2023) intends to apply the sum of **One Million One Hundred Fifty-Six Thousand Nine Hundred Pesos Only (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 Pesos Only (PhP 842,456.65) for Lot No. 02: Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies** being the Approved Budget for the Contract (ABC) to payments under the contract for **Negotiated Procurement (Two-Failed Biddings) 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-ITN-002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Parks Development Committee now invites bids for **Negotiated Procurement (Two-Failed Biddings) for 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**. Delivery of the Goods is required for **Forty-Five (45) calendar days**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **National Parks Development Committee** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 a.m. to 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested bidders on **29 October 2024** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount detailed below. 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 the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies	PhP 1,000.00

6. The National Parks Development Committee will hold a Negotiation Meeting on **Friday, 08 November 2024, 10:30 AM at the The Gallery, Rizal Park Luneta, Ermita, Manila.**
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **Friday, 15 November 2024, 9:00 A.M. at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **Friday, 15 November 2024, 10:00 A.M. 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 five (5) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
11. The National Parks Development Committee reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any

time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

**BEO RAVEN V. BENSURTO**

Head, NPDC-BAC Secretariat

National Parks Development Committee

**NPDC Office at the Old Planetarium, Padre Burgos St.,  
Ermita, Manila**

8880-4895

[bac@npdc.gov.ph](mailto:bac@npdc.gov.ph) / [bvbensurto@npdc.gov.ph](mailto:bvbensurto@npdc.gov.ph)

13. You may visit the following websites:

For downloading of Bidding Documents:

[www.npdc.gov.ph](http://www.npdc.gov.ph) / <https://www.philgeps.gov.ph>

*28 October 2024*

*(SGD.)*

**FLORIZZA P. BUCLATIN**

NPDC-BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The **National Parks Development Committee** wishes to receive Bids for **Negotiated Procurement (Two-Failed Biddings) 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 **Lot No. 01: Fixtures and Equipment for the Lights and Sound System** and **Lot No. 02: Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies** with identification number **NPDC-2024-ITN-002**.

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, in the amount of:

Lot No.	Project Title	Amount (Php)
Lot 1	Fixtures and Equipment for the Lights and Sound System	1,156,900.00
Lot 2	Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies	842,456.65

2.2. The source of funding is:

a. FY 2024 Continuing Appropriations (General Appropriations Act 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### **6. Origin of Goods**

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

#### **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.



## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

- ii. The price of other (incidental) services, if any, as listed in the **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) calendar**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Completed projects related to Electrical Repairs of Lighting System and/or Supply, Delivery and Installation of Audio and Lights System</p> <p>Completed within Ten (10) Years prior to the deadline of the submission and receipt of bids</p>
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>PhP 23,138.00 (Lot No. 1) / PhP 16,849.13 (Lot No. 2)</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>PhP 57,845.00 Lot No. 1) / PhP 42,122.83 (Lot No. 2)</b>, if bid security is in Surety Bond.</p>
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</p> <p><b>NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE SUPPLY AND DELIVERY OF EQUIPMENT AND MATERIALS FOR THE OPERATIONS AND MAINTENANCE OF THE MARTYRDOM OF DR. JOSE RIZAL: A LIGHTS AND SOUND PRESENTATION</b></p> <p>If partial bids, include the Lot number and its corresponding Project Title 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</p> <p><b>FLORIZZA P. BUCLATIN</b>  <b>BAC CHAIRPERSON</b>  <b>NATIONAL PARKS DEVELOPMENT COMMITTEE</b>  <b>P. BURGOS AVE, RIZAL PARK, ERMITA, MANILA</b></p>

	<p>bear the specific identification of this bidding process indicated in the ITB Clause 1:</p> <p style="text-align: center;"><b>NPDC-2024-ITN-002</b></p> <p>bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids</p> <p><b>DO NOT OPEN BEFORE 15 November 2024 10:00 AM</b></p>									
19.2	<p>Partial bids are allowed as follows</p> <table><tr><th><b><i>Lot No.</i></b></th><th><b><i>Description</i></b></th><th><b><i>Approved Budget for the Contract</i></b></th></tr><tr><td>1</td><td>Fixtures and Equipment for the Lights and Sound System</td><td>1,156,900.00</td></tr><tr><td>2</td><td>Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies</td><td>842,456.65</td></tr></table>	<b><i>Lot No.</i></b>	<b><i>Description</i></b>	<b><i>Approved Budget for the Contract</i></b>	1	Fixtures and Equipment for the Lights and Sound System	1,156,900.00	2	Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies	842,456.65
<b><i>Lot No.</i></b>	<b><i>Description</i></b>	<b><i>Approved Budget for the Contract</i></b>								
1	Fixtures and Equipment for the Lights and Sound System	1,156,900.00								
2	Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies	842,456.65								
20.2	<ol style="list-style-type: none"><li>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;</li><li>2. Copy of the Bidder's Current Business license and permit certified by the issuing office;</li><li>3. BIR Registration Certificate and valid BIR Tax Clearance;</li><li>4. Proof that the bidder has at least one (1) year relevant experience.</li></ol>									

## ***Section IV. General Conditions of Contract***



## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

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

## 4. The Contractor's Obligations

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

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

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination of Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Works**

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audit**

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

## **13. Advance Payment**

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

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

#### **14. Progress Payments**

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

#### **15. Operating and Maintenance Manuals**

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p>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;"><b>Ms. Shiela Rose C. Javier</b> Media Production Specialist IV Cultural and Public Affairs 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>
2.2	<p>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.</p>
3	<p>Within five (5) calendar days from receipt of the Notice of Award by the supplier from the Procuring Entity but in no case later than prior to 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</p>
5.1	<p>Refer to the warranty per item/equipment itemized in the Schedule of Requirements.</p>

## ***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	Particulars and Technical Specifications	Quantity	Unit	Delivered, Weeks/Months
Lot 1: Fixtures and Equipment for the Lights and Sound System				
1.1	ZERO88 - Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility.	7 sets		<b>Forty-five (45) Calendar Days</b> upon receipt of Notice to Proceed (NTP)
1.2	Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect with built-in 3 pin plug	14 units		
1.3	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		
1.4	Audio Mixer  Specifications: <ul style="list-style-type: none"> <li>• 12-Channel Mixing Console</li> <li>• Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo)</li> <li>• 2GROUP Buses + 1 Stereo Bus</li> <li>• 2 AUX (incl. FX)</li> <li>• "D-PRE" mic preamps with an inverted Darlington circuit</li> <li>• 1-Knob compressors</li> <li>• High-grade effects: SPX with 24 programs</li> <li>• 24-bit / 192kHz 2in / 2out USB Audio functions</li> <li>• PAD switch on mono inputs</li> <li>• +48V phantom power</li> </ul>	1 set		



1.5	<p>2 Series 31 Band Professional Graphic Equalizer</p> <p>Specifications:</p> <ul style="list-style-type: none"> <li>• switchable boost/cut ranges of <math>\pm 6</math> dB or <math>\pm 15</math> dB</li> <li>• magnetically isolated internal power supply transformer</li> <li>• inputs &amp; outputs: XLR</li> <li>• 1/4" TRS, and barrier strip with ground lift</li> <li>• Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip</li> </ul>	1 set	
1.6	<p>Wireless Microphone System</p> <p>Includes 2 Handheld Vocal Mics, Dual Channel Receiver</p> <p>Connectivity Technology: Wireless</p> <p>Connector Type: XLR</p> <p>Special Feature: Clip</p> <p>Compatible Devices: Headphone</p> <p>Included Components: 2 microphone clip</p> <p>Polar Pattern: Unidirectional</p>	1 set	
1.7	Auxiliary Connector from PC to Audio Mixer (PL Stereo 3.5 mm; 3-5 meters)	8 pcs	
1.8	Wired XLR Amphenol Male and Female 3 pins Connector	20 pairs	
1.9	<p>15-inch Powered Public Address Speaker with Bluetooth</p> <p>Custom-designed 15-inch woofer</p> <p>2414H compression driver</p> <p>Re-designed high-frequency horn</p> <p>Power: 1,300W peak / 650W RMS</p> <p>Frequency response: 45 Hz-20 kHz (-10 dB); 55 Hz-20 kHz (-3 dB)</p> <p>Max SPL: 128 dB</p>	2 sets	

	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		
1.10	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	
Lot 2: Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies			
2.1	PVC Pipe 3/4" diameter	95 pcs	<b>Forty-five (45) Calendar Days</b> upon receipt of Notice to Proceed (NTP)
2.2	2" PVC orange pipe x 3m	27 pcs	
2.3	2" PVC coupling	9 pcs	
2.4	Wire # 3.5 mm square THHN/ THWN - 2	5 boxes	

2.5	Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3 boxes	
2.6	#200mm2 STR	516 lm	
2.7	#22mm2 STR-green	516 lm	
2.8	8.0 mm2 Royal Cord-3 core	80 lm	
2.9	3.5mm2 Royal Cord-3 core x 75m	3 roll	
2.10	1.25mm2 Royal Cord-3 core	1 roll	
2.11	Panel Board -6 branches	1 l.s	
2.12	Slim line Microphone Cable	50 meters	
2.13	3.5 Jack Stereo Amphenol	1 pc	
2.14	XLR Male Neutrik 3Pin	2 pcs	
2.15	XLR Chassis Mount Female	1 pc	
2.16	Utility Box with cover (Weatherproof)	1 pc	
2.17	Junction Box with cover (Weatherproof)	1 pc	
2.18	Metal Plate 1-Hole	1 pc	
2.19	Hole Saw 1"	1 pc	
2.20	Cutting Disc #4	5 pcs	
2.21	G.I. Wire # 16	5 kgs	
2.22	Assorted nail	3 kgs	
2.23	Cable Tie #12 Black	700 pcs	
2.24	Lag screw and washer 1/4 x 2"	60 pcs	
2.25	Bolt and washer 3/8 x 1"	50 pcs	
2.26	Rubber Tape	15 pcs	
2.27	Electrical Tape	65 pcs	

2.28	Masking Tape	2 pcs	
2.29	Grip Gloves	20 pcs	
2.30	SDS Drill Bit #12	2 pcs	
2.31	Metal Drill Bit 1/4	2 pcs	
2.32	Grip Anchor 3/8	50 pcs	
2.33	End connector 1"	12 pcs	
2.34	Liquid Tight Conduit 1"	5 pcs	
2.35	Plywood 1/4 ordinary	1 pc	
2.36	2x2x12 Wood	3 pcs	
2.37	Round Bar 9mm	3 pcs	
2.38	Flat Black Latex	1 gal	
2.39	Silicone Sealant Black 2 pcs	2 pcs	
2.40	400 cc PVC Solvent	5 cans	
2.41	Paint Brush 2	2 pcs	
2.42	Hacksaw Blade	4 pcs	
2.43	Cement	36 bags	
2.44	Sand	4 m3	
2.45	Gravel	6 m3	
2.46	Concrete Neutralizer	0.5 gal	
2.47	Concrete Sealer/Primer	1 gal	
2.48	Patching Compound	1 kg	
2.49	Latex Paint (Semi-gloss)	2 gal	
2.50	Paint Tray with Roller (Size: 14" x 2" x 11")	2 sets	
2.51	Paint Red Lead	0.5 gal	

2.52	Enamel Paint	1 gal	
2.53	Paint Thinner	2.5 gal	
2.54	Paint Tingting Color	1 pint	
2.55	Hippo Paint Brush #4	2 pcs	
2.56	Pyro (for the play on the death of Dr. Jose Rizal)	1000 pcs	
2.57	Industrial/General Purpose Motor (for the Flagpole)  Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	1 unit	

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
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

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

<b>Particulars and Technical Specifications</b>	<b>Quantity</b>
ZERO88 - Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility.	7 sets
Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect with built-in 3 pin plug	14 units
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
Audio Mixer  Specifications: <ul style="list-style-type: none"> <li>• 12-Channel Mixing Console</li> <li>• Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo)</li> <li>• 2GROUP Buses + 1 Stereo Bus</li> <li>• 2 AUX (incl. FX)</li> <li>• "D-PRE" mic preamps with an inverted Darlington circuit</li> <li>• 1-Knob compressors</li> <li>• High-grade effects: SPX with 24 programs</li> <li>• 24-bit / 192kHz 2in / 2out USB Audio functions</li> <li>• PAD switch on mono inputs</li> <li>• +48V phantom power</li> </ul>	1 set
2 Series 31 Band Professional Graphic Equalizer  Specifications: <ul style="list-style-type: none"> <li>• switchable boost/cut ranges of <math>\pm 6</math> dB or <math>\pm 15</math> dB</li> <li>• magnetically isolated internal power supply transformer</li> <li>• inputs &amp; outputs: XLR</li> <li>• 1/4" TRS, and barrier strip with ground lift</li> <li>• Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip</li> </ul>	1 set
Wireless Microphone System  Includes 2 Handheld Vocal Mics, Dual Channel Receiver Connectivity Technology: Wireless Connector Type: XLR Special Feature: Clip	1 set



Compatible Devices: Headphone Included Components: 2 microphone clip Polar Pattern: Unidirectional	
Auxiliary Connector from PC to Audio Mixer (PL Stereo 3.5 mm; 3-5 meters)	8 pcs
Wired 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 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	2 sets
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

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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

<b>Particulars and Technical Specifications</b>	<b>Quantity</b>
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
Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3 boxes
#200mm <sup>2</sup> STR	516 lm
#22mm <sup>2</sup> STR-green	516 lm
8.0 mm <sup>2</sup> Royal Cord-3 core	80 lm
3.5mm <sup>2</sup> Royal Cord-3 core x 75m	3 roll
1.25mm <sup>2</sup> 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 Tinting 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)  Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	1 unit

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## ***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 1 - Bill of Quantities

No.	Description	Qty	Unit	Unit Cost	Total
<b>LOT 1. FIXTURES AND EQUIPMENT FOR THE LIGHTS AND SOUND SYSTEM</b>					
	ZERO88 – Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility	7	sets		
	Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect with built-in 3 pin plug	14	units		
	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		
	Audio Mixer  Specifications: <ul style="list-style-type: none"> <li>• 12-Channel Mixing Console</li> <li>• Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo)</li> <li>• 2GROUP Buses + 1 Stereo Bus</li> <li>• 2 AUX (incl. FX)</li> <li>• "D-PRE" mic preamps with an inverted Darlington circuit</li> <li>• 1-Knob compressors</li> <li>• High-grade effects: SPX with 24 programs</li> <li>• 24-bit / 192kHz 2in / 2out USB Audio functions</li> <li>• PAD switch on mono inputs</li> <li>• +48V phantom power</li> </ul>	1	set		



2 Series 31 Band Professional Graphic Equalizer	1	set		
<p>Specifications:</p> <ul style="list-style-type: none"> <li>• switchable boost/cut ranges of <math>\pm 6</math> dB or <math>\pm 15</math> dB</li> <li>• magnetically isolated internal power supply transformer</li> <li>• inputs &amp; outputs: XLR</li> <li>• 1/4" TRS, and barrier strip with ground lift</li> <li>• Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip</li> </ul>				
<p>Wireless Microphone System</p> <p>Includes 2 Handheld Vocal Mics, Dual Channel Receiver</p> <p>Connectivity Technology:      Wireless</p> <p>Connector Type:      XLR</p> <p>Special Feature:      Clip</p> <p>Compatible Devices:      Headphone</p> <p>Included Components:      2 microphone clip</p> <p>Polar Pattern:      Unidirectional</p>	1	set		
Auxiliary Connector from PC to Audio Mixer (PL Stereo 3.5 mm; 3-5 meters)	8	pcs		
Wired 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 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	2	sets		
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		
			<b>TOTAL</b>	

**LOT 2. VARIOUS SUPPLIES AND MATERIALS FOR THE REPLACEMENT OF ELECTRICAL WIRING SYSTEM, REHABILITATION OF CONTROL ROOM AND OTHER SUPPLIES**

<b>REPLACEMENT OF ELECTRICAL WIRINGS FROM CONTROL ROOM TO CLUSTER 5, MOT FLAME LAMP, GRANITE WALL AND POLE NEAR CLUSTER 1 AND RE-WIRING OF THE ELECTRICAL SYSTEM</b>					
No.	Description	Qty	Unit	Unit Cost	Total
	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		
	Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3	boxes		
	#200mm2 STR	516	lm		
	#22mm2 STR-green	516	lm		
	8.0 mm2 Royal Cord-3 core	80	lm		
	3.5mm2 Royal Cord-3 core x 75m	3	roll		
	1.25mm2 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		
	<b>REHABILITATION OF CONTROL/OPERATING ROOM (Interior and Exterior Improvements)</b>				
1	Materials for Painting Work (Masonry Concrete)				
	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		
2	Materials for Painting Work (Steel)				
	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		
	<b>OTHER EXPENSES</b>				
	Pyro (for the play on the death of Dr. Jose Rizal)	1000	pcs		
	Industrial/General Purpose Motor (for the Flagpole)  Electric Motor 3HP Pure Copper Singel Phase 4 Poles 1720rpm 220v 60Hz	1	unit		
				<b>TOTAL</b>	

## ***Annex 2 - Terms of Reference***

### **I. PROJECT TITLE**

**Negotiated Procurement for the 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.

In view of the two (2) failed biddings as per BAC Resolution 2024-09-02, a review was conducted by the end-user and the Bids and Awards Committee, hence, this new Terms of Reference.

### **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 the Philippine Government Electronic Procurement System (PhilGEPS) with a Platinum membership
- b. If a sole proprietorship, it must be registered with DTI; If a partnership or corporation, it must be registered with SEC; and if cooperative, it 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/s shall provide the following:

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

Particulars and Technical Specifications	Quantity
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ZERO88 - Betapack 3 Controller or its equivalent which can activate the lights and sound system of the facility.	7 sets
Waterproof LED PAR 12x18W RGBWA-UV DMX512 Outdoor IP65 LED DMX Stage Lighting Effect with built-in 3 pin plug	14 units
<p>Ellipsoidal LED Spot Fixture</p> <p>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</p>	8 pcs
<p>Audio Mixer</p> <p>Specifications:</p> <ul style="list-style-type: none"> <li>• 12-Channel Mixing Console</li> <li>• Max. 6 Mic / 12 Line Inputs (4 mono + 3 stereo)</li> <li>• 2GROUP Buses + 1 Stereo Bus</li> <li>• 2 AUX (incl. FX)</li> <li>• "D-PRE" mic preamps with an inverted Darlington circuit</li> <li>• 1-Knob compressors</li> <li>• High-grade effects: SPX with 24 programs</li> <li>• 24-bit / 192kHz 2in / 2out USB Audio functions</li> <li>• PAD switch on mono inputs</li> <li>• +48V phantom power</li> </ul>	1 set
<p>2 Series 31 Band Professional Graphic Equalizer</p> <p>Specifications:</p> <ul style="list-style-type: none"> <li>• switchable boost/cut ranges of <math>\pm 6</math> dB or <math>\pm 15</math> dB</li> <li>• magnetically isolated internal power supply transformer</li> <li>• inputs &amp; outputs: XLR</li> <li>• 1/4" TRS, and barrier strip with ground lift</li> <li>• Input Connectors 1/4" TRS, female XLR (pin 2 hot), and barrier terminal strip</li> </ul>	1 set
<p>Wireless Microphone System</p> <p>Includes 2 Handheld Vocal Mics, Dual Channel Receiver</p> <p>Connectivity Technology: Wireless</p> <p>Connector Type: XLR</p> <p>Special Feature: Clip</p> <p>Compatible Devices: Headphone</p> <p>Included Components: 2 microphone clip</p> <p>Polar Pattern: Unidirectional</p>	1 set

Auxiliary Connector from PC to Audio Mixer (PL Stereo 3.5 mm; 3-5 meters)	8 pcs
Wired 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 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	2 sets
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 the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies

<b>Particulars and Technical Specifications</b>	<b>Quantity</b>
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
Wire # 2.0 mm square THHN/ THWN - 2 (Green)	3 boxes
#200mm <sup>2</sup> STR	516 lm
#22mm <sup>2</sup> STR-green	516 lm
8.0 mm <sup>2</sup> Royal Cord-3 core	80 lm

3.5mm2 Royal Cord-3 core x 75m	3 roll
1.25mm2 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 that shall be installed/delivered upon turn-over and/or acceptance of the project by the end-user while one (1) month for Lot 2.

**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, with the following breakdown:

<b>Lot No.</b>	<b>Project Title</b>	<b>Amount (Php)</b>
Lot 1	Fixtures and Equipment for the Lights and Sound System	1,156,900.00
Lot 2	Various Supplies and Materials for the Replacement of the Electrical Wiring System, Rehabilitation of the Control Room, and Other Supplies	842,456.65

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.