

PHILIPPINE BIDDING DOCUMENTS

EXHIBITION AND FIT-OUT OF VARIOUS NATIONAL MUSEUM OF THE PHILIPPINES CENTRAL AND REGIONAL SITES (DELIVERY, SUPPLY & INSTALLATION OF AUDIOVISUAL AND ICT EQUIPMENT)

(PhilGEPS No. 10012187)

Government of the Republic of the Philippines

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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.

NMP – National Museum of the Philippines

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR

EXHIBITION AND FIT-OUT OF VARIOUS NATIONAL MUSEUM OF THE PHILIPPINES CENTRAL AND REGIONAL SITES (DELIVERY, SUPPLY & INSTALLATION OF AUDIO-VISUAL AND ICT EQUIPMENT)

1. The *National Museum of the Philippines*, through the *General Appropriations Act for F.Y. 2023* intends to apply the sum and each lot indicated below being the ABC to payments under the contract for *NMPBAC-PB-2023-08-01*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Procurement Project	Approved Budget for the Contract	Delivery of Goods
1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	₱ 4,100,000.00	Ninety (90)
2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	₱ 500,000.00	Calendar Days
	Total Approved Budget for the Contract	₱ 4,600,000.00	

- 2. The *National Museum of the Philippines* now invites bids for the above Procurement Project. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from *National Museum of the Philippines* and inspect the Bidding Documents at the address given below during *Monday to Fridays, from 9:30 a.m. to 3:30 p.m.*
- 5. A complete set of Bidding Documents may be acquired by interested Bidders **7 August 2023** 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 indicated below. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

Lot No.	Procurement Project	Applicable fee for the Bidding Documents
1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	₱ 4,000.00
2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	₱ 500.00

- 6. The *National Museum of the Philippines* will hold a Pre-Bid Conference on **15** August **2023**, **10:30** AM at *the address indicated below*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **31 August 2023**, **10:30 AM**. 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 **31 August 2023, 10:30 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Schedule of Activities

Posting / Advertisement	7 August 2023
Pre-Bidding Conference	15 August 2023
Deadline for the submission of bidder's written queries	18 August 2023
Issuance of Bid / Supplemental Bulletin/s, if any.	22 August 2023
Submission and Opening of Bids	31 August 2023
Bid Evaluation	4-8 September 2023
Post-qualification evaluation	11-15 September 2023
Issuance of Notice of Award	18 September 2023

11. The *National Museum of the Philippines* 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:

Mr. Edwin J. Dela Rosa Head, BAC Secretariat 2nd Floor, BAC Room, North Annex of the National Museum of Fine Arts Building (Motorpool) Padre Burgos Street, Manila 1000 Website: www.nationalmuseum.gov.ph

Tel. No. 8298-1100 Local: 1014

Email Address: nationalmuseumbac@yahoo.com bac@nationalmuseum.gov.ph

(SGD)
ATTY. MA. ROSENNE M. FLORES-AVILA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *National Museum of the Philippines* wishes to receive Bids for the EXHIBITION AND FIT-OUT OF VARIOUS NATIONAL MUSEUM OF THE PHILIPPINES CENTRAL AND REGIONAL SITES (DELIVERY, SUPPLY & INSTALLATION OF AUDIO-VISUAL AND ICT EQUIPMENT) with identification number *NMPBAC-PB-2023-08-01*.

Lot	Procurement Project	Approved Budget
No.	Procurement Project	for the Contract
1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	₱ 4,100,000.00
2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	₱ 500,000.00

The Procurement Project (referred to herein as "Project") is composed **two (2) lots**, 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 *F.Y. 2023* in the amount of **Four Million Six Hundred Thousand Pesos** (₱ **4,600,000.00**).
- 2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

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:
 - 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;
 - Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within [state relevant period as provided in paragraph 2 of the **IB**] prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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, exwarehouse, 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: Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) Calendar Days.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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 grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a.	Lot 1: Installation of LED Wall, furniture Lot 2: Installation of ICT Equipment		
	b.	completed within five (5) years prior to the deadline for the submission and receipt of bids.		
7.1	Subco	ntracting is not allowed.		
14.1		d security shall be in the form of a Bid Securing Deing forms and amounts:	claration, or any of the	
	LOT 1			
	a.	a. The amount of not less than ₱ 82,000.00, 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 ₱ 205,000.00 if bid security is in Surety Bond.		
	LOT 2	OT 2		
	a.	 a. The amount of not less than ₱ 10,000.00, 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 ₱ 25,000.00 if bid security is in Surety Bond		curity is in Surety Bond.	
19.3	The description of lot(s) or items are indicated below:			
	Lot No.	Procurement Project	Approved Budget for the Contract	
	1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	₱ 4,100,000.00	
	2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	₱ 500,000.00	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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. [Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

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 {[Include if Framework Agreement will be used:] or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC			
Clause 1	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	"The delivery terms applicable to this Contract are delivered in the destination stated below. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Lot No.	Procurement Project	Destination
	1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	National Museum of Fine Arts, Luneta, Manila
	2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	National Museum Cebu - Malacañang sa Sugbo, A. Pigafetta Street, Cebu City, 6000 Cebu, Philippines
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Ar. Roy Benedict Bautista, Admin Officer V</i> .		
	Inciden	ital Services –	
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	Select appropriate requirements and delete the rest.		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	b.	• •	embly and/or maintenance of the
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. For additional incidental service requirements indicated in the Annex "C" Terms of Reference.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

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

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the

Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready

	for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment were indicated in the "Annex C" Technical Specification of the Bidding Documents
4	The inspections and tests "Please refer to the Annex C Technical Specifications

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.

Lot No.	Procurement Project	Delivered, Weeks/Months
1	Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)	Ninety Calendar (90) Days
2	Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

LOT 1 Audio-Visual Equipment for NMFA (Supply, Delivery, Installation, Testing & Commissioning)

Item	Sp	ecification	Statement of Compliance
	P2.9 Indoor Movable		
	Cabinet Size 5 meters		
	panels)		
	1. MOVABLE INDOOI and 3 meters He 500mm Cabinet Siz		
	SPECIFICATIONS:		
	Pixel Pitch	P2.9	
	LED Lamp	SMD 2121	
	LED Configuration	SMD 3in1	
	LED Module Size	At least 250mm x 250mm	
	LED Module Pixel	At least 86 x 86 dots	
	Cabinet Weight	At least 12kgs	
	Cabinet Size	At least 500mm x 500mm x	
		60 pcs.	
	Cabinet Material	Die Casting Aluminum	
	Average Power	At least 200/sqm.	
	Maximum Power	At least 640/sqm	
	Brightness	At least 4000-6000 nitz	
	Viewing Angle	At least 160 Horizontal 120	
		Vertical	
	Best Viewing Distance	At least 5-240meters	
	Brightness Control	At least 256 level	
	Gray Scale	At least 16 bit	
	Refresh Frequency	At least 3840Hz	
	Driving Mode	At least 1/10 Scan	
	Input Power	At least 50 or 60 Hz	
	Frequency		
	Input Voltage	110-220 V	
	Lifetiime:	At least 50,000 hours	
	IP Protection	At least IP30	
	Signal Input Format	AV,VGA.HDMI,DVI	
	Receiving Card	60 cs.	

2. VIDEO PROCESSOR (1 Unit)

SPECIFICATIONS

Loading Capacity	At least 2.6 million pixels
Maximum Width	At least 10240 pixels
Maximum Height	At least 8192 pixels
Layers	2 x 2K x 1K
Input Connectors	1x 3G – SDI
	2x HDMI 1.3
	1x DVI
	1x OPT1
Output Connectors	4x Ethernet Ports
	1x HDMI 1.3
	1x HDMI 1.3 Loop
	1x DVI Loop
	1x 3G-SDI Loop
	2x OPT
Presets	10
Control Connectors	1x Ethernet Port
	2x USD (input and output)
	1x Light Sensor

3. AUDIO (2 Units of Passive Speakers with Heavy Duty Stand)

SPECIFICATIONS

Output Power	2500W peak (1600 LF + 900
	HF) 1250 W continues RMS
	(800 LF + 450 HF)
Low-Frequency	12.0" driver, 2.5" (63mm)
Driver	high-temperature voice coil
	1 x 800W RMS @ 2 Ω
High-Frequency	'1.0" Exit ceramic driver
driver	with 1.4" (35mm) coil. 1 x
	450W @ 4 Ω
Crossover	2 kHz
Frequency	
Maximum SPL	132dB (peak), 129dB
	(continuous)(dB-SPL @ 1m)
Frequency	At least 53 Hz - 20 kHz (+/-
Response	3 dB)
Frequency Range	At least 44 Hz – 20 kHz (-10
	dB)
Horn Coverage	At least 90º horizontal x 60º
	vertical (nominal)
Connectors	(2) XLR+1/4"(6.35mm) TRS
	combo inputs (Balanced),

	(1) XLR output (Link), (1) IEC power cable input
Input Impedance	1
Line	unbalanced, Mic: 1.2K
USB Charging Port	5V 2.1A
Power Connection	IEC
Bluetooth audio	On-board DSP with 4
streaming direct	Speaker Use modes
from device	
True Wireless	Integrated 3-channel mixer
Stereo speaker	with dual XLR ¼ inch combo
linking via	inputs, mic/line switches
Bluetooth	and independent level
	controls
Light weight	Pole-mountable, wedge
enclosure for easy	monitor or flown
transport, set and	application with integral
	M10 suspension points

4. 6 CHANNEL MIXER (1 Unit)

SPECIFICATIONS

INPUT CHANNELS	
Line Input	6 (2 Mono + 2 Stereo)
Mic Input	At least 2
Mono Inout	At least 2 (CH1-2)
(Mic/Line)	
Stereo Input (Line)	At least 2
OUTPUT	
CHANNELS	
Stereo Out	At least 2
Phones Out	At least 1
BUS	
Stereo	At least 1
Phantom Power	At least +48V
Power	120V/60Hz(AC Adapter PA-
Requirements	130) or 100-240V 50/ 60Hz
	(MU18)
Power Supply Type	AC Adapter PA-130(DC
	12V/1.0A) 120V/60Hz or
	MU18(DC12V/1.5A)
	100-240V 50/60Hz.
Power	At least 12W
Consumption	
Dimension	At least '5.9" x 7.9" x 2.4"
Net Weight	At least 0.9kg(1.98lbs)
Included	AC Adaptor
Accessories	

Optional		BMS-10A Mic Stand Adapter	
Accessorie	S		
Robust,	impact-	Digital effects processors: 6	
resistant,	powder	"SPX" effects, Reverb Hall/	
coated met	al chasis	Reverb Room/ Reverb	
		Plate/ Delay Short/ Delay	
		Long/ Delay Vo. Echo	

5. WIRELESS MICROPHONE (4 Units) (Dual UHF Wireless Microphone System, Features 30 Selectable Frequency Sets)

SPECIFICATIONS

Frequency	At least 600Mhz – 700Mhz	
Frequency Stability	At least <±30ppm	
Audio Dynamic	At least >90dB	
Range		
Total Harmonic	At least <0.5%	
Distortion		
Frequency	At least 40Hz~ 15KHz±3dB	
Response		
Output Plug	XLR balance, ¼" unbalance	
	plug	
Output Voltage	¼" 0-300mV	
RECEIVER		
Antenna Jack	ΤΝC50Ω	
Rated Power	At least 4W	
S/N.(signal to noise	At least >98dB(1KHz-A)	
ratio)		
Mirror Frequency	At least >80dB	
Rejection		
Spurious Reduction	At least >80dB	
RF Sensitivity	At least >5dBu	
Power Voltage	DC 13.5V, power adapter	
TRANSMITTER		
RF Output Power	≤10mW	
Modulation Mode	FM	
Frequency	Automatic frequency	
Adjustment Mode	adjustment	
Maximum	At least 75KHz	
Frequency		
Deviation		
Battery Life	At least 8 hours	

	1
Microprocessor	2.1 GHz basw clock, up to 3.7
	GHz max boost clock, 6 MB
Chingot	cache, 4 cores At least integrated SoC
Chipset Memory	At least 8 GB DDR4-2400
Memory	SDRAM(1x4GB)
Hard Drive	At least 512 GB, M.2 SSD
Display	At least 15.6" diagonal FHD
210 p.tu.j	SVA anti-glare micro-edge
	WLED-backlit, 220 nits, 45%
	NTSC(1920 x 1080)
Wireless	At least
Connectivity	802.11a/b/g/n/ac(1x1),
	Wi-Fi and Bluetooth 4.2
	Combo
Expansion Slots	1 multi-format SD media
	card reader
External Ports	1 USB 3.1 Gen 1 Type-C(Data
	Transfer Only, 5 Gb/s
	signaling rate); 2 USB 3.1
	Gen 1 Type-A(Data Transfer
	Only); 1 AC smart pin; 1 HDMI 1.4b; 1
	headphone/microphone
	combo
Power Supply	At least 45W Smart AC
1 o wer suppry	power adapter
Battery Type	3-cell, 41 Wh Li-ion
Webcam	HD Camera with integrated
	dual array digital
	microphone
Audio Features	At least Dual speakers
Operating System	Windows 10

RESPONSIBILITIES OF SUPPLIER:

- 1. The Supplier shall ensure that service technicians to be assigned at the National Museum of the Philippines (NMP) Buildings are well screened, technically and professionally trained, courteous, cooperative, efficient, reliable, trustworthy, well-groomed, physically and mentally fit. No personnel shall be assigned who has not been approved by the Facilities Management Division (FMD).
- 2. The Supplier and its service technicians shall agree to abide by the safety and security requirements of the NMP. They must comply with the NMP's House Rules and Regulations, directives, instructions and other existing rules and regulations while inside the premises.
- 3. The Supplier's service technicians shall subject themselves to security checks, but not limited to examination of the person and/or his/her personal belongings.
- 4. The Supplier shall ensure that its service technicians wear their proper company working uniform equipped with appropriate Personal Protective Equipment (PPE) and identification cards while performing service maintenance and repair works inside the NMP's premises. Loitering inside the NMP's premises is not allowed.
- 5. The Supplier shall provide/equip all its service technicians with the tools during the course of the contract without any additional cost to the NMP.
- 6. The Supplier shall see to it that the area is clean and in its original condition after the servicing has been made. Any damage/s caused by the Supplier's assigned technician or personnel shall be restored by the Supplier at no additional cost to the NMP.
- 7. All other items of work not specifically mentioned but are necessary to complete the works shall be provided by the Supplier at no additional cost to the NMP.

COMPLETION TIME: The items above shall be delivered within Ninety (90) Calendar Days reckoned from the date stated in the Notice to Proceed (NTP). **SUPPLIER'S ELIGIBILITY:** The Supplier is required to submit at least One (1) similar contract/s awarded and completed from Y2018 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC). The Supplier shall have at least Five (5) years of experience in the installation of LED Wall, furniture and ICT equipment. PRE-TERMINATION CLAUSE: The contract is effective on the date indicated in the NTP and shall remain in full force for (1) year or until terminated by either party (National Museum or Supplier) upon prior written notice by either party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184. The National Museum reserves the right to pre-terminate the contract after Fifteen (15) calendar days via written notice to the Supplier, if in National Museum's opinion, after due verification of facts, the Supplier is not providing satisfactory services or is not complying with the Terms and Conditions of the Contract. The grounds for the termination of the Supplier by the National Museum include but not limited to the following: 1. Violation(s) of any of the terms and conditions of the Contract; and Any other act or omission by the Supplier or its service technicians which is detrimental or prejudicial to the interest of the National Museum, its employee(s), or the public party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184. **TERMS OF PAYMENT:** The contract price shall be 50% paid upon completion of delivery and 50% upon completion & acceptance of project

WARRANTY: The Supplier shall provide **One (1) year warranty** against factory defects and workmanship reckoned from the date of completion and acceptance. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

LIQUIDATED DAMAGES:

When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods/services are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.

Technical Specifications

LOT 2 Delivery & Installation of WIFI Access Points at National Museum of the Philippines Cebu

Item	Specification	Statement of Compliance
	ACCESS POINT - 11 units	
	Specification:	
	 Networking interface: (1) GbE RJ45 port Power method: PoE+ Supported voltage range: At least 44 to 57VDC Max. power consumption: 13W Throughput rate: 2.4 GHz - 573.5 Mbps, 5 GHz - 4.8 Gbps Antenna gain: 2.4 GHz - 4 dBi, 5 GHz - 6 dBi Certifications: CE, FCC, IC WiFi standards: 802.11a/b/g, WiFi 4/WiFi 5/WiFi 6 Wireless security: WPA-PSK, WPA-Enterprise (WPA/WPA2/WPA3) BSSID: at least 8 per radio VLAN: 802.1Q Advanced QoS: Per-user rate limiting Guest traffic isolation: Supported Concurrent clients: at least 300 	
	POE Switch – 2 units	
	Specification:	
	Network Ports	
	 At least 8 - PoE+ 10/100/1000Mbps RJ45 Ports At least 1 - 10/100/1000Mbps RJ45 Port At least 1 - Gigabit SFP Slot Standards: IEEE 802.3i, 802.3u, 802.3ab, 802.3x, 802.3af, 802.3at, 802.3z, 802.1p 	

Category 6 - 3 units

Specification:

- Number of Pairs: At least 4
- Total Number of Conductors: At least 8
- AWG: At least 24
- Stranding: At least Solid
- Conductor Material: BC Bare Copper
- Insulation Material: PO Polyolefin
- Outer Shield Material: Unshielded
- Outer Jacket Material: PVC Polyvinyl Chloride
- Supporting frequencies of up to 250 MHz and the 10BASE-T, 100BASE-TX, 1000BASE-T, and 10GBASE-T
- Length: at least 1000ft/305m

Roughing Ins & Labor - 1 lot

- PVC Pipe
 - o 3/4" At least 30 pcs.
 - o ½" At least 60 pcs.
- Pullbox
 - o 6x6x4 At least 5 pcs.
- EMT Clam
 - \circ $\frac{3}{4}$ " At least 50 pcs.
 - o ½" At least 50 pcs.
- Connectors
- Tox and Screw

Engineering Services

- Configuration, Activation and
- Documentation

RESPONSIBILITIES OF SUPPLIER:

- 8. The Supplier shall ensure that service technicians to be assigned at the National Museum of the Philippines (NMP) Buildings are well screened, technically and professionally trained, courteous, cooperative, efficient, reliable, trustworthy, well-groomed, physically and mentally fit. No personnel shall be assigned who has not been approved by the Facilities Management Division (FMD).
- 9. The Supplier and its service technicians shall agree to abide by the safety and security

- requirements of the NMP. They must comply with the NMP's House Rules and Regulations, directives, instructions and other existing rules and regulations while inside the premises.
- 10. The Supplier's service technicians shall subject themselves to security checks, but not limited to examination of the person and/or his/her personal belongings.
- 11. The Supplier shall ensure that its service technicians wear their proper company working uniform equipped with appropriate Personal Protective Equipment (PPE) and identification cards while performing service maintenance and repair works inside the NMP's premises. Loitering inside the NMP's premises is not allowed.
- 12. The Supplier shall provide/equip all its service technicians with the tools during the course of the contract without any additional cost to the NMP.
- 13. The Supplier shall see to it that the area is clean and in its original condition after the servicing has been made. Any damage/s caused by the Supplier's assigned technician or personnel shall be restored by the Supplier at no additional cost to the NMP.
- **14.** All other items of work not specifically mentioned but are necessary to complete the works shall be provided by the Supplier at no additional cost to the NMP.

COMPLETION TIME: The items above shall be delivered within Ninety (90) Calendar Days reckoned from the date stated in the Notice to Proceed (NTP).

SUPPLIER'S ELIGIBILITY: The Supplier is required to submit at least One (1) similar contract/s awarded and completed from Y2018 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

The Supplier shall have at least Five (5) years of experience in the installation of LED Wall, furniture and ICT equipment.

PRE-TERMINATION CLAUSE: The contract is effective on the date indicated in the NTP and shall remain in full force for (1) year or until terminated by either party (National Museum or Supplier) upon prior written notice by either party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The National Museum reserves the right to pre-terminate the contract after Fifteen (15) calendar days via written notice to the Supplier, if in National Museum's opinion, after due verification of facts, the Supplier is not providing satisfactory services or is not complying with the Terms and Conditions of the Contract. The grounds for the termination of the Supplier by the National Museum include but not limited to the following:

- 1. Violation(s) of any of the terms and conditions of the Contract; and
- 2. Any other act or omission by the Supplier or its service technicians which is detrimental or prejudicial to the interest of the National Museum, its employee(s), or the public party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

TERMS OF PAYMENT:

The contract price shall be 100% upon completion & acceptance of project.

WARRANTY: The Supplier shall provide **One (1) year warranty** against factory defects and workmanship reckoned from the date of completion and acceptance. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement

	Reform Act and its Implementing Rules and Regulations.
L	IQUIDATED DAMAGES:
sj ti d en an co g th si co co an	When the supplier fails to satisfactorily deliver oods/services under the contract within the pecified delivery schedule, inclusive of duly granted ime extensions, if any, the supplier shall be liable for amages for the delay and shall pay the procuring ntity liquidated damages, not by way of penalty, an mount equal to 1/10 of 1% of the cost of the delayed ontract scheduled for every day of delay until such oods/services are finally delivered and accepted by the procuring entity concerned. In no case shall the um of the liquidated damages exceed 10% of the total ontract price, in which the procuring entity oncerned may rescind the contract and impose ppropriate sanctions over and above the liquidated lamages.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

		Class "A" Documents
<u>Legal</u>	Dod	<u>cuments</u>
	1.	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Techr</u>	nica	<u>l Documents</u>
	2.	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
	3.	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
	4.	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
	5.	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
	6.	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
Finan	cial	<u>Documents</u>
		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
	8.	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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

- 1. Original of duly signed and accomplished Financial Bid Form; and
- **2.** Original of duly signed and accomplished Price Schedule(s).

Note: Submit the following requirements in a separate envelope:

- E-Copy of all Eligibility, Technical, and Financial components save in any storage device;
- Bid Bulletin, if any,;
- Photocopy of the official receipt of the Bidding Documents;
- Valid Mayor's Permit / Business Permit (Certified True Copy);
- SEC Registration or DTI Certificate (Certified true Copy);
- Tax Clearance Certificate (Certified true Copy);
- Latest Audited Financial Statement (Certified true Copy), and;
- Latest Income Tax Return (Certified true Copy)

ANNEX "A"

Packaging and Labeling Instructions

PACKAGING AND LABELLING INTRUCTIONS

1. Two Envelope System

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the TwoEnvelope System.

Envelope 1: Technical Components (see attached listing)

Envelope 2: Financial Components (see attached listing)

- 2. The First Envelope, ORIGINAL TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ TECHNICAL COMPONENT" and "COPY NO. ____ FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____ ", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1, Copy No. 2 and Copy No. 3.
- 3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the Mother Envelope.
- 4. All documents must be marked with Ear tabs. There must be a Table of Contents indicating all the documents to be submitted per folder.
- 5. All envelopes should properly be sealed, signed and labelled. The folders should be labelled properly.
- 6. All copies must be Certified True Copy and signed

TO: ATTY. MA. ROSENNE M. FLORES-AVILA

Chairperson

Bids and Awards Committee

National Museum of the Philippines Padre Burgos Avenue, ermita Manila

FROM: Name of Company

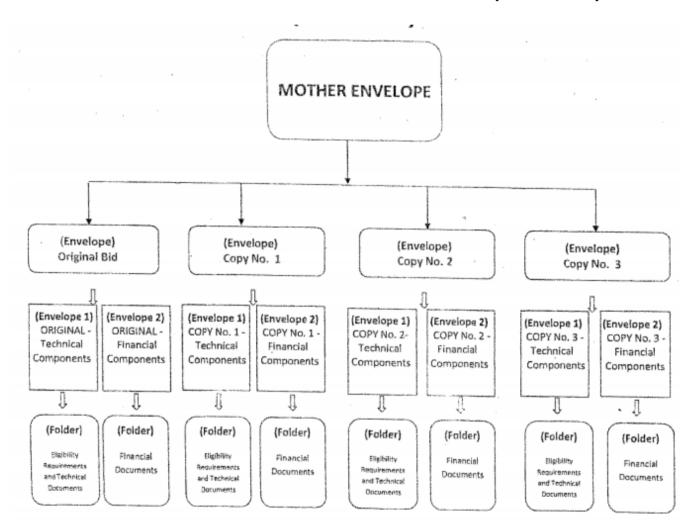
Address & Telephone Number

Reference No.

Project Title Location

Do not Open Before: date and time of the Submission and Opening of Bids

PACKAGING AND LABELING INSTRUCTIONS (DIAGRAM)



ANNEX "B"

Bidding Forms

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

	BID FORM
	Date :
	Project Identification No.:
To: [name ar	nd address of Procuring Entity]
Supplementa acknowledge <i>Goods]</i> in conor the total cother bid mopart of this Bian appears of the appears of th	g examined the Philippine Bidding Documents (PBDs) including the lor Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly d, we, the undersigned, offer to [supply/deliver/perform] [description of the formity with the said PBDs for the sum of [total Bid amount in words and figures calculated bid price, as evaluated and corrected for computational errors, and diffications in accordance with the Price Schedules attached herewith and made id. The total bid price includes the cost of all taxes, such as, but not limited to applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and all levies and duties], which are itemized herein or in the Price Schedules,
If our	Bid is accepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c.	to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert	t this paragraph if Foreign-Assisted Project with the Development Partner:
	nissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid ct execution if we are awarded the contract, are listed below:
Name and ad	dress Amount and Purpose of
	encyCommission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines Name of Bidder _____ Project ID No.____ Page ___of___ 5 7 1 3 4 6 8 9 2 10 Item Description Country of Quantity Unit Transportation Sales and Cost Total Total Price origin price and all other other taxes Incidental Price, per delivered payable if Services, if costs incidental unit Final EXW per to delivery, per Contract is applicable, Destination item item awarded, per item (col per item 5+6+7+8) (col 9) x (col 4) Name: _____ Legal Capacity: Signature: _____ Duly authorized to sign the Bid for and behalf of: ______

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) S.S.	

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on

Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

	d. Inquir <i>Projec</i>	ing or securing t].	g Suppleme	ental/Bid E	Bulletin(s) is	sued for the	[Name o	the	
9.	or any forn	Bidder] did not n of considera or representa	tion, pecur	niary or ot	herwise, to	any person	or official,	,	
10.	obligations criminal lia or abuse o by a perso services, to	vance payments and undertantility for Swin f confidence to or entity undertantily undertantility the prejudication of Act No.	kings in the ndling (Esta hrough mi der an obli e of the pu	e contract afa) or the sappropri gation inv blic and t	shall be su commission ating or corrolving the control	fficient grou on of fraud w overting any duty to delive ent of the P	nds to co vith unfait payment ver certair hilippines	nstitute thfulness received goods of pursua	<u>s</u> <u>d</u> or
IN	WITNESS	WHEREOF , I , Philippines.							at
				-	NAME OF ENTATIVE]	BIDDER OI	R ITS AL	JTHORIZI	ED
					[Insert sign	atory's legal	capacity]	i	

Affiant

[Jurat]

Bid Securing Declaration Form [shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PH		
CITY OF) S.S.	
	BID SECURING DECI	ARATION

Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] [year] at [place of execution].

> [Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE P	HILIPPINES)		
CITY OF) S.S.		
	PERFORMANCE SE	CURING DECLARATION	

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years <u>for the second offense</u>, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONT	RACT AGREEMENT		
THIS AGREEMENT made the	day of	20	between [name of
PROCURING ENTITY] of the Philippines	(hereinafter called	"the Entity"	') of the one part and
[name of Supplier] of [city and country other part;	of Supplier] (herein	after called	"the Supplier") of the

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for: [Insert Signatory's Legal Capacity]

[Insert Procuring Entity] for:

[Insert Name of Supplier]

Acknowledgment

ANNEX "C"

Terms of Reference / Technical Specifications



PROJECT PROFILE

TITLE: EXHIBITIONS & FIT-OUT OF VARIOUS NATIONAL MUSEUM OF THE PHILIPPINES, CENTRAL & REGIONAL SITES (Delivery, Supply & Installation of Audio-Visual and ICT Equipment)

LOCATION/S:

Lot 1: National Museum of Fine Arts, Luneta, Manila

Lot 2: National Museum Cebu - Malacañang sa Sugbo, A. Pigafetta Street, Cebu City, 6000 Cebu, Philippines

IMPLEMENTING UNIT: Facilities Management Division (FMD) & Information & Communication Technology (ICT) Section

DESCRIPTION: Procurement of exhibitions & fit-outs for the various National Museum of the Philippines, Central & Regional sites

OBJECTIVE: The project aims to further promote and improve the museum goer's experience for the exhibitions at the Central and Regional Museums of the National Museum of the Philippines.

- SCOPE OF WORK (for Infrastructure Projects)
- **TECHNICAL SPECIFICATIONS** (for Goods / Services Projects)
- **TERMS OF REFERENCE** (for Consulting Services Projects)

TECHNICAL SPECIFICATIONS:

LOT #1. AUDIO VISUAL EQUIPMENT FOR NMFA - DELIVERY, SUPPLY AND INSTALLATION, TESTING & COMMISSIONING

Location: National Museum of Fine Arts, Luneta, Manila

P2.9 Indoor Movable LED Wall 500mm x 500mm Cabinet Size 5 meters width x 3 meters height. (60 panels)

10.MOVABLE INDOOR LED WALL (5 meters Width and 3 meters Height) (60 Panels of 500mm x 500mm Cabinet Size) – 1 unit

SPECIFICATIONS:

Pixel Pitch	P2.9
	1
LED Lamp	SMD 2121
LED Configuration	SMD 3in1
LED Module Size	At least 250mm x 250mm
LED Module Pixel	At least 86 x 86 dots
Cabinet Weight	At least 12kgs
Cabinet Size	At least 500mm x 500mm x 60 pcs.
Cabinet Material	Die Casting Aluminum
Average Power	At least 200/sqm.
Maximum Power	At least 640/sqm
Brightness	At least 4000-6000 nitz
Viewing Angle	At least 160 Horizontal 120 Vertical
Best Viewing Distance	At least 5-240meters
Brightness Control	At least 256 level
Gray Scale	At least 16 bit
Refresh Frequency	At least 3840Hz
Driving Mode	At least 1/10 Scan
Input Power Frequency	At least 50 or 60 Hz
Input Voltage	110-220 V
Lifetiime:	At least 50,000 hours
IP Protection	At least IP30
Signal Input Format	AV,VGA.HDMI,DVI
Receiving Card	60 pcs.

11. VIDEO PROCESSOR (1 Unit)

SPECIFICATIONS

Loading Capacity	At least 2.6 million pixels
Maximum Width	At least 10240 pixels
Maximum Height	At least 8192 pixels
Layers	2 x 2K x 1K
Input Connectors	1x 3G – SDI
	2x HDMI 1.3
	1x DVI
	1x OPT1
Output Connectors	4x Ethernet Ports
	1x HDMI 1.3
	1x HDMI 1.3 Loop
	1x DVI Loop
	1x 3G-SDI Loop
	2x OPT

Presets	10
Control Connectors	1x Ethernet Port
	2x USD (input and output)
	1x Light Sensor

12.AUDIO (2 Units of Passive Speakers with Heavy Duty Stand)

SPECIFICATIONS

OFECIFICATIONS	T	
Output Power	2500W peak (1600 LF + 900 HF) 1250	
	W continues RMS (800 LF + 450 HF)	
Low-Frequency Driver	12.0" driver, 2.5" (63mm) high-	
	temperature voice coil 1 x 800W RMS	
	@ 2 Ω	
High-Frequency driver	'1.0" Exit ceramic driver with 1.4'	
	(35mm) coil. 1 x 450W @ 4 Ω	
Crossover Frequency	2 kHz	
Maximum SPL	132dB (peak), 129dB	
	(continuous)(dB-SPL @ 1m)	
Frequency Response	At least 53 Hz – 20 kHz (+/-3 dB)	
Frequency Range	At least 44 Hz – 20 kHz (-10 dB)	
Horn Coverage	At least 90º horizontal x 60º vertical	
	(nominal)	
Connectors	(2) XLR+1/4"(6.35mm) TRS combo	
	inputs (Balanced), (1) XLR output	
	(Link), (1) IEC power cable input	
Input Impedance Line	10 KΩ balanced, 20 KΩ unbalanced,	
	Mic: 1.2K	
USB Charging Port	5V 2.1A	
Power Connection	IEC	
Bluetooth audio streaming direct from	On-board DSP with 4 Speaker Use	
device	modes	
True Wireless Stereo speaker linking via	Integrated 3-channel mixer with dual	
Bluetooth	XLR ¼ inch combo inputs, mic/line	
	switches and independent level	
	controls	
Light weight enclosure for easy transport,	Pole-mountable, wedge monitor or	
set and	flown application with integral M10	
	suspension points	
	•	

13.6 CHANNEL MIXER (1 Unit)

SPECIFICATIONS

INPUT CHANNELS		
Line Input	6 (2 Mono + 2 Stereo)	
Mic Input	At least 2	
Mono Inout (Mic/Line)	At least 2 (CH1-2)	
Stereo Input (Line)	At least 2	
OUTPUT CHANNELS		
Stereo Out	At least 2	
Phones Out	At least 1	
BUS		
Stereo	At least 1	
Phantom Power	At least +48V	
Power Requirements	120V/ 60Hz(AC Adapter PA-130) or	
	100-240V 50/ 60Hz (MU18)	
Power Supply Type	AC Adapter PA-130(DC 12V/1.0A)	
	120V/60Hz or MU18(DC12V/1.5A)	
	100-240V 50/60Hz.	
Power Consumption	At least 12W	
Dimension	At least '5.9" x 7.9" x 2.4"	
Net Weight	At least 0.9kg(1.98lbs)	
Included Accessories	AC Adaptor	
Optional Accessories	BMS-10A Mic Stand Adapter	
Robust, impact-resistant, powder coated	d Digital effects processors: 6 "SPX"	
metal chasis	effects, Reverb Hall/ Reverb Room/	
	Reverb Plate/ Delay Short/ Delay	
	Long/ Delay Vo. Echo	

14. WIRELESS MICROPHONE (4 Units)

(Dual UHF Wireless Microphone System, Features 30 Selectable Frequency Sets)

SPECIFICATIONS

Frequency	At least 600Mhz – 700Mhz	
Frequency Stability	At least <±30ppm	
Audio Dynamic Range	At least >90dB	
Total Harmonic Distortion	At least <0.5%	
Frequency Response	At least 40Hz~ 15KHz±3dB	
Output Plug	XLR balance, ¼" unbalance plug	
Output Voltage	¹ / ₄ " 0-300mV	
RECEIVER		
Antenna Jack	ΤΝC50Ω	

Rated Power	At least 4W	
S/N.(signal to noise ratio)	At least >98dB(1KHz-A)	
Mirror Frequency Rejection	At least >80dB	
Spurious Reduction	At least >80dB	
RF Sensitivity	At least >5dBu	
Power Voltage	DC 13.5V, power adapter	
TRANSMITTER		
RF Output Power	≤10mW	
Modulation Mode	FM	
Frequency Adjustment Mode	Automatic frequency adjustment	
Maximum Frequency Deviation	At least 75KHz	
Battery Life	At least 8 hours	

15. LAPTOP (1 unit)

SPECIFICATIONS:

Microprocessor	2.1 GHz basw clock, up to 3.7 GHz	
	max boost clock, 6 MB cache, 4 cores	
Chipset	At least integrated SoC	
Memory	At least 8 GB DDR4-2400	
	SDRAM(1x4GB)	
Hard Drive	At least 512 GB, M.2 SSD	
Display	At least 15.6" diagonal FHD SVA anti-	
	glare micro-edge WLED-backlit, 220	
	nits, 45% NTSC(1920 x 1080)	
Wireless Connectivity	At least 802.11a/b/g/n/ac(1x1), Wi-	
	Fi and Bluetooth 4.2 Combo	
Expansion Slots	1 multi-format SD media card reader	
External Ports	1 USB 3.1 Gen 1 Type-C(Data	
	Transfer Only, 5 Gb/s signaling rate);	
	2 USB 3.1 Gen 1 Type-A(Data	
	Transfer Only); 1 AC smart pin; 1	
	HDMI 1.4b; 1	
	headphone/microphone combo	
Power Supply	At least 45W Smart AC power adapter	
Battery Type	3-cell, 41 Wh Li-ion	
Webcam	HD Camera with integrated dual	
	array digital microphone	
Audio Features	At least Dual speakers	
Operating System	Windows 10	

16. POWER DISTRIBUTION BOX (1 Unit)

17. POWER and SIGNAL CABLES (1 Lot)

18.RISER (1 Lot)

(At least 12" height x 6 meters width, Collapsible, Galvanized iron painted in black)

LOT 2: DELIVERY AND INSTALLATION OF WIFI ACCESS POINT AT NATIONAL MUSEUM OF THE PHILIPPINES - CEBU

Location: National Museum Cebu - Malacañang sa Sugbo, A. Pigafetta Street, Cebu City, 6000 Cebu, Philippines

SPECIFICATION

ITEM	QTY
	11 units
ACCESS POINT	
<u>Specification</u> :	
 Networking interface: (1) GbE RJ45 port 	
Power method: PoE+	
Supported voltage range: At least 44 to 57VDC	
 Max. power consumption: 13W Throughput rate: 2.4 GHz - 573.5 Mbps, 5 GHz - 4.8 Gbps 	
 Antenna gain: 2.4 GHz - 4 dBi, 5 GHz - 6 dBi 	
Certifications: CE, FCC, IC	
 WiFi standards: 802.11a/b/g, WiFi 4/WiFi 5/WiFi 6 	
Wireless security: WPA-PSK, WPA-Enterprise	
(WPA/WPA2/WPA3)	
BSSID: at least 8 per radio	
• VLAN: 802.1Q	
Advanced QoS: Per-user rate limiting	
Guest traffic isolation: SupportedConcurrent clients: at least 300	
• Concurrent chemis: at least 500	2 units
81 62 63 64 66 67 68 68 68 68 68 68 68 68 68 68 68 68 68	
POE Switch	
<u>Specification</u> :	
Network Ports	

 At least 8 - PoE+ 10/100/1000Mbps RJ45 Ports 	
• At least 1 - 10/100/1000Mbps RJ45 Fort	
At least 1 - 10/100/1000/hbps Ry43 Fort At least 1 - Gigabit SFP Slot	
• Standards: IEEE 802.3i, 802.3u, 802.3ab, 802.3x, 802.3af, 802.3at,	
802.3z, 802.1p	2 unita
	3 units
Category 6	
Specification:	
Number of Pairs: At least 4	
 Total Number of Conductors: At least 8 	
AWG: At least 24	
Stranding: At least Solid	
Conductor Material: BC - Bare Copper	
 Insulation Material: PO - Polyolefin 	
Outer Shield Material: Unshielded	
Outer Jacket Material: PVC - Polyvinyl Chloride	
 Supporting frequencies of up to 250 MHz and the 10BASE-T, 	
100BASE-TX, 1000BASE-T, and 10GBASE-T	
 Length: at least 1000ft/305m 	
Roughing Ins & Labor	1 lot
PVC Pipe	
o ¾" – At least 30 pcs.	
o ½" – At least 60 pcs.	
• Pullbox	
o 6x6x4 – At least 5 pcs.	
EMT Clam	
o ¾" – At least 50 pcs.	
\circ ½" – At least 50 pcs.	
• Connectors	
Tox and Screw	
Engineering Services	
Configuration, Activation and	
 Documentation 	

RESPONSIBILITIES OF SUPPLIER:

- 15. The Supplier shall ensure that service technicians to be assigned at the National Museum of the Philippines (NMP) Buildings are well screened, technically and professionally trained, courteous, cooperative, efficient, reliable, trustworthy, well-groomed, physically and mentally fit. No personnel shall be assigned who has not been approved by the Facilities Management Division (FMD).
- 16. The Supplier and its service technicians shall agree to abide by the safety and security requirements of the NMP. They must comply with the NMP's House Rules and Regulations, directives, instructions and other existing rules and regulations while inside the premises.
- 17. The Supplier's service technicians shall subject themselves to security checks, but not limited to examination of the person and/or his/her personal belongings.
- 18. The Supplier shall ensure that its service technicians wear their proper company working uniform equipped with appropriate Personal Protective Equipment (PPE) and identification cards while performing service maintenance and repair works inside the NMP's premises. Loitering inside the NMP's premises is not allowed.
- 19. The Supplier shall provide/equip all its service technicians with the tools during the course of the contract without any additional cost to the NMP.
- 20. The Supplier shall see to it that the area is clean and in its original condition after the servicing has been made. Any damage/s caused by the Supplier's assigned technician or personnel shall be restored by the Supplier at no additional cost to the NMP.
- 21. All other items of work not specifically mentioned but are necessary to complete the works shall be provided by the Supplier at no additional cost to the NMP.

SOURCE OF FUND: Budget is available and shall be chargeable against General Fund under Capital Outlays (CO) Fiscal Year 2023.

APPROVED BUDGET FOR CONTRACT:

Lot No.	Description	Estimated Cost
	AUDIO VISUAL EQUIPMENT FOR NMFA -	
1	Delivery, Supply and Installation, Testing &	
	Commissioning	Php 4,100,000.00
	DELIVERY AND INSTALLATION OF WIFI	
2	ACCESS POINT AT NATIONAL MUSEUM OF	
	THE PHILIPPINES - CEBU	Php 500,000.00
TC	TAL, Delivery, Supply & Installation of Audio-	
	Visual and ICT Equipment	Php 4,600,000.00

Four Million and Six Hundred Pesos (Php4,600,000.00), Inclusive of all applicable taxes.

COMPLETION TIME: The items above shall be delivered within Ninety (90) Calendar Days reckoned from the date stated in the Notice to Proceed (NTP).

SUPPLIER'S ELIGIBILITY: The Supplier is required to submit at least One (1) similar contract/s awarded and completed from Y2018 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

The Supplier shall have at least Five (5) years of experience in the installation of LED Wall, furniture and ICT equipment.

PRE-TERMINATION CLAUSE: The contract is effective on the date indicated in the NTP and shall remain in full force for (1) year or until terminated by either party (National Museum or Supplier) upon prior written notice by either party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The National Museum reserves the right to pre-terminate the contract after Fifteen (15) calendar days via written notice to the Supplier, if in National Museum's opinion, after due verification of facts, the Supplier is not providing satisfactory services or is not complying with the Terms and Conditions of the Contract. The grounds for the termination of the Supplier by the National Museum include but not limited to the following:

- 1. Violation(s) of any of the terms and conditions of the Contract; and
- 2. Any other act or omission by the Supplier or its service technicians which is detrimental or prejudicial to the interest of the National Museum, its employee(s), or the public party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

TERMS OF PAYMENT:

Lot 1 - The contract price shall be 50% paid upon completion of delivery and 50% upon completion & acceptance of project.

Lot 2 - The contract price shall be 100% upon completion & acceptance of project.

WARRANTY: The Supplier shall provide **One (1) year warranty** against factory defects and workmanship reckoned from the date of completion and acceptance. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

LIQUIDATED DAMAGES:

When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods/services are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.