

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF VARIOUS LIGHTING FIXTURES AND VARIOUS EXHIBITION MATERIALS FOR GALLERIES FY 2023 (SUPPLY AND DELIVER)

(PhilGEPS No. 10011951)

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 PROCUREMENT OF VARIOUS LIGHTING FIXTURES AND VARIOUS EXHIBITION MATERIALS FOR GALLERIES FY 2023 (SUPPLY AND DELIVER)

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-2023-08-02*. 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	Various Lighting Fixtures for Galleries FY 2023	₱ 1,563,120.00	3 rd and 4 th
2	Various Exhibition Materials for Galleries FY 2023	₱ 1,182,820.00	Quarter
	Total Approved Budget for the Contract	₱ 2,745,940.00	

- 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 on 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 One Thousand Pesos (₱ 1,000.00) for each lot . The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

- 6. The *National Museum of the Philippines* will hold a Pre-Bid Conference on **15** August **2023**, **9:30** 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, 9:30 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, 9:30 AM** 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

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 **PROCUREMENT OF VARIOUS LIGHTING FIXTURES AND VARIOUS EXHIBITION MATERIALS FOR GALLERIES FY 2023 (SUPPLY AND DELIVER)** with identification number *NMPBAC-PB-2023-08-02*.

Lot No.	Procurement Project	Approved Budget for the Contract
1	Various Lighting Fixtures for Galleries FY 2023	₱ 1,563,120.00
2	Various Exhibition Materials for Galleries FY 2023	₱ 1,182,820.00
	Total Approved Budget for the Contract	₽ 2,745,940.00

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 **Two Million Seven Hundred Forty-Five Thousand Nine Hundred Forty Pesos** (₱ 2,745,940.00).
- 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

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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: Supply of various lighting fixtures Lot 2: Supply and delivery of various exhibition materials		
	b.	completed within five (5) years prior to and receipt of bids.	the deadline for the submission	
7.1	Subco	ntracting is not allowed.		
14.1		d security shall be in the form of a Bid Seing forms and amounts:	ecuring Declaration, or any of the	
	LOT 1			
	a.	The amount of not less than ₱ 31,262.4, 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 ₱ 78,156.00 if bid security is in Surety Bond.		
	LOT 2			
	a.	. The amount of not less than ₱ 23,656.4, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or		
	b.	b. The amount of not less than ₱ 59,141.00 if bid security 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	Various Lighting Fixtures for Galleries FY 2023	₱ 1,563,120.00	
	2	Various Exhibition Materials for Galleries FY 2023	₱ 1,182,820.00	

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

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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 National Museum, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>May T. Ariban, Administrative Officer IV</i> .		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	Select appropriate requirements and delete the rest.		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	 furnishing of tools required for assembly and/or maintenance of the supplied Goods; 		
	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:

- 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:
 - 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 "Kindly refer to the Technical Specification"

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	Various Lighting Fixtures for		
1	Galleries FY 2023	3 rd and 4 th Quarter of 2023	
2	Various Exhibition Materials for	5 and 4 Quarter of 2023	
2	Galleries FY 2023		

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 PROCUREMENT OF VARIOUS LIGHTING FIXTURES FY 2023 (SUPPLY AND DELIVERY)

Item	Specification	Statement of Compliance
1	Adapter – 10 PIECES	
	Input: 100-240V 50/60Hz Output: 12V-2A	
2	LED dimmer switch – 75 PIECES (For lights inside customized vitrines) Full load power: Less than 300W Voltage: AC 110V - 240V Color: White Dimmable range: 1% to 100% Modulation: Knob Rotation angle: At least 320 degrees	
3	LED driver – 50 PIECES (For lights inside customized vitrines) Input: 220V Output: 4v-5v	
4	LED Beads/ LED Diode – 75 PACKS (For lights inside customized NMNH vitrines) Operating Voltage: 3.2 - 3.4V DC Power Consumption: 3 Watts Rated Burning Hours: At least 40,000 hours minimum Color Temperature: Warm White Size: 1.5 cm 50pcs/ pack	
5	Track Bar (Black), 1 meter – 30 PIECES	
6	Track Bar (White), 1 meter – 30 PIECES	
7	Electrical tape, black – 70 PIECES	
8	No. 14 flat cord wire, 150 meters per roll – 3 ROLLS	
9	LED Beads/ LED Diode - 70 PACKS (For lights inside customized NMNH vitrines) Operating Voltage: 3.2 - 3.4V DC	

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	Power Consumption: 3 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Color Temperature: Cool White	
	Size: 1.5 cm	
	50pcs/ pack	
	THE ROLL AND DATE OF STREET	
10	LED Beads/ LED Diode – 70 PACKS	
	(For lights inside customized NMNH vitrines)	
	Operating Voltage: 3.2 - 3.4V DC	
	Power Consumption: 1 Watt	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 100 - 110 lumens	
	Color Temperature: Warm White	
	Size: 1.5 cm	
	50pcs/pack	
	sopes, pack	
11	LED Beads/ LED Diode – 70 PACKS	
	(For lights inside customized NMNH vitrines)	
	Operating Voltage: 3.2 - 3.4V DC	
	Power Consumption: 1 Watt	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 100 - 110 lumens	
	Color Temperature: Cool White	
	Size: 1.5 cm	
	50pcs/ pack	
12	LED Track Light – 70 PIECES	
12	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
	Color Temperature: Warm White	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: adjustable 20-60 degrees	
	Casing Color: Black	
	Lamp Material: Aluminum Housing & Clear Lens Cover	
	_	
13	LED Track Light – 70 PIECES	
	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
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	Color Temperature: Warm White	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: adjustable 20-60 degrees	
	Casing Color: White	
	Lamp Material: Aluminum Housing & Clear Lens	
	Cover	
	Cover	
14	LED Track Light – Long Arm – 70 PIECES	
	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	Rated Burning Hours:	
	S .	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
	Color Temperature: Warm White	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: adjustable 20-60 degrees	
	Casing Color: Black	
	Lamp Material: Aluminum Housing & Clear Lens Cover	
15	LED Track Light – Long Arm – 80 PIECES	
13	8 8	
	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
	Color Temperature: Warm White	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: adjustable 20-60 degrees	
	Casing Color: White	
	Lamp Material: Aluminum Housing & Clear Lens Cover	
	· ·	
16	LED Bulb – 38 PIECES	
	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
	Color Temperature: Warm White	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: 160 degrees minimum Base: E27	
	Dast. E21	
17	T8 LED Tube Light, 1200 mm – 10 PIECES	
	(as backlight for glowing minerals cabinet)	
	Operating Voltage: 220V AC	

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	Power Consumption: 18 - 21 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 1800 - 2100 lumens	
	Color Temperature: Warm white	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: At least 120 degrees minimum	
	Light Compatible: T8 Tube Light, 1200mm	
	Wiring Connection: Double Ended	
	Lamp Material: metal housing & polycarbonate or	
	heavy-duty plastic cover, frosted	
18	T8 LED Tube Light with fixture, - 75 PIECES	
	1200 mm	
	Operating Voltage: 220V AC	
	Power Consumption: 18 - 21 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 1800 - 2100 lumens	
	Color Temperature: Warm white	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: 120 degrees minimum	
	Light Compatible:	
	T8 Tube Light, 1200mm	
	Wiring Connection: Double Ended	
	Lamp Material:	
	metal housing & polycarbonate or	
	heavy-duty plastic cover, frosted	
	· · · · · · · · · · · · · · · · · · ·	
19	T5 LED Tube Light with fixture, -70 PIECES	
	Operating Voltage: 220V AC	
	Power Consumption: 9 - 12 Watts	
	<u> </u>	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 900 - 1200 lumens	
	Color Temperature: Daylight	
	Color Rendering Index:	
	At least 75 minimum	
	Beam Angle: 120 degrees minimum	
	Tube Length: 1200mm	
	Tube Diameter: T5	
	Lamp Material: Aluminum or polycarbonate housing	
	& polycarbonate or heavy-duty plastic cover, frosted	
20	LED Professional Cabinet Display – 45 ROLLS	
	Showcase Light/ Mini Spotlight	
	Warm white	

	2 wyatta	
	3 watts Black casing	
	Diack casing	
21	ED Adjustable Spotlight – 45 PIECES Operating Voltage: 220V AC Power Consumption: 36 - 39 Watts Rated Burning Hours: At least 40,000 hours minimum Output Lumens: 3600 - 3900 lumens Color Temperature: Warm White Color Rendering Index: At least 75 minimum Beam Angle: adjustable 20-60 degrees Application: Recessed / Surface Mounted Dimension: 6" Diameter x 200mm depth maximum for recessed type Extension: expandable up to 5 inches in length and can rotate up to 360 degrees with tilt capability of up to 30 degrees Lamp Material: Aluminum or polycarbonate housing with heat dissipation, tempered glass diamond-type reflector	
22	LED Downlight (Rectangular) – 50 PIECES Operating Voltage: 220V AC Power Consumption: 3 x (9 - 12 Watts) Rated Burning Hours: At least 40,000 hours minimum Output Lumens: 3 x (900 - 1200 lumens) Color Temperature: Warm White Shape: Rectangular Application: Recessed Casing color: White	
23	LED Downlight (Big Round) – 45 PIECES Operating Voltage: 220V AC Power Consumption: 15 - 18 Watts Rated Burning Hours: At least 40,000 hours minimum Output Lumens: 1500 - 1800 lumens Color Temperature: Warm White Shape: Square / Round Application: Recessed Casing color: White	
24	LED Downlight (Square small) – 45 PIECES Operating Voltage: 220V AC	

	Power Consumption: 7 - 10 Watts Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 700 - 1000 lumens	
	Color Temperature: Warm White	
	Shape: Square / Round	
	Application: Recessed	
	Casing color: White	
25	LED Downlight (Round small) – 45 PIECES	
	Operating Voltage: 220V AC	
	Power Consumption: 7 - 10 Watts	
	Rated Burning Hours:	
	At least 40,000 hours minimum	
	Output Lumens: 700 - 1000 lumens	
	_ <u>*</u>	
	Color Temperature: Warm White	
	Shape: Square / Round	
	Application: Recessed	
	Casing color: White	
26	LED Professional Cabinet Display - 45 PIECES	
	Showcase Light/ Mini Spotlight	
	Warm white	
	3 watts	
	Black casing	
	Diack casing	
	All electrical lighting fixtures shall be new and of the	
	latest manufacture (from 2018 to present) to assure the	
	availability of replacement parts for maintenance	
	purposes. Also, the fixtures shall comply with	
	international protection standards such as CE, UL, and	
	RoHS. Non-submission of certification shall be	
	subjected to disqualification.	
	subjected to disqualification.	
	DELIVERY SCHEDULE: The Exhibition, Editorial	
	and Media Production Services Division (EEMPSD)	
	shall issue to the supplier Notice to Deliver (NTD)	
	indicating the following:	
	1. Actual quantities of Lighting Fixtures to be	
	delivered; and	
	2. Timeline within which delivery should be made.	
	The items above will be delivered in two (2) sets	
	of quantities for the 3 rd and 4 th quarters of the	
	=	
	year 2023.	
	The items above shall be delivered within Thirty	
	(30) Calendar Days reckoned from the date stated in the	
	NTD.	

TERMS OF PAYMENT: The contract price shall be paid in two (2) sets of billings and shall be paid upon acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.	
WARRANTY: The Supplier shall provide a Three (3) years warranty against factory defects, flickering, decrease in lumens, discoloration, and any reduction on the minimum required material specification reckoned from the date of delivery and testing. 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.	
CONTRACTOR'S ELIGIBILITY: The Contractor is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply of various lighting fixtures) 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 Contractor must be the authorized dealer/supplier and/or the manufacturer of the lighting fixtures being offered. The Contractor can submit a Certificate of Distributorship or any equivalent document as proof.	
LIQUIDATED DAMAGES: When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor 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 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.	
PRE-TERMINATION CLAUSE:	
The contract is effective on the date indicated in the NTP and shall remain in full force until December 31, 2023, or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.	

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the contract by the NMP include but are 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 Contractor which is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

Technical Specifications

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

Item	Specification		Statement of Compliance
	Hardware and other carpentry mat	erials	
	1. Angle Bar 32mm x 32mm x	CTIMIS	
	4mm thk. 6 meters	10 pcs	
	2. Angle Bar 50mm x 50mm x	1	
	5mm thk. 6 meters	10 pcs	
	3. B.I. (Black Iron) Tubular	1	
	25mm x 25mm x 1.2mm		
	thick 6 meters	1 pc	
	4. B.I. (Black Iron) Tubular	•	
	50mm x 50mm x 1.2mm		
	thick 6 meters	1 pc	
	5. Common nail, 1 1/2 inch	6 kg	
	6. Common nail, 1 inch	6 kg	
	7. Common nail, 2 1/2 inches	6 kg	
	8. Common nail, 2 inches	6 kg	
	9. Common nail, 3 inches	6 kg	
	10. Cutting disk, 4 inches	- Kg	
	diameter	10 pcs	
	11. Finishing nail, 1 1/2 inch	6 kg	
	12. Finishing nail, 1 inch	5 kg	
	13. Finishing nail, 2 inches	5 kg	
	14. Finishing nail, 2 1/2 inches	5 kg	
	15. Finishing nail, 3 inches	5 kg	
	16. KD 2x2x12	25 pcs	
	17. Grinding disk, 4 inches	5 pcs	
	18. Marine plywood, 4' x 8' x 3/4	30 pcs	
	19. Marine plywood, 4' x 8' x 1/2	30 pcs	
	20. Polituff with Hardener	10 gallons	
	21. Sanding paper, No. 100	21 pcs	
	22. Sanding paper, No. 220	20 pcs	
	23. Sanding paper, No. 60	20 pcs	
	24. Sanding paper, No. 80	21 pcs	
	25. Welding rod 3/32	1 kg	
	26. Non-Sag Epoxy (1 gallon set)	4 sets	
	27. Tarp (18x6 ft)	1 set	
	(
	Glasswork and glass supplies (with		
	delivery and installation services)		

1.	Acrylic glass panel, 4.5 mm	20 pcs	
	thickness, 4 ft x 8 ft		
2.	Acrylic glass panel, 6 mm	20 pcs	
	thickness, 4 ft x 8 ft		
3.	Tempered glass enclosure	3 set	
	for vitrine		
	L37 cm; W37 cm; H42 cm		
4.	Glass suction lifter, three-		
	head	3 unit	
5.	Glass suction lifter, two-		
	head	3 unit	
6.	Industrial-grade diamond	0.000	
0.	glass cutter	10 pcs	
7	Silicone clear glass sealant	21 tube	
8.		21 tube	
0.	for 12mm thick glass (GPD		
	Exhibition)	21 nos	
0	,	21 pcs	
9.	Tempered Glass 1/2" Thk x		
	31 1/8" x 70 1/2" (GPD	1 200	
10	Exhibition)	4 pcs	
10.	Tempered glass panels	4 pcs	
	(BIYAY Exhibition)		
	Height: 168 cm; Width: 122		
	cm; Thickness: 6 mm		
11.	Tempered glass panels	4 pcs	
	(BIYAY Exhibition)		
	Height: 168 cm; Width: 95		
	cm; Thickness: 6 mm		
12.	. Tempered glass panels	4 pcs	
	(BIYAY Exhibition)		
	Height: 168 cm; Width:98		
	cm; Thickness: 5 mm		
13.	. Tempered glass panels	4 pcs	
	(BIYAY Exhibition)		
	Height: 198 cm; Width: 122		
	cm; Thickness: 6 mm		
14.	. Tempered glass panels	14 pcs	
	(BIYAY Exhibition)		
	Height: 200 cm; Width: 122		
	cm; Thickness: 8 mm		
15.	. Tempered glass panels	2 pcs	
	(BIYAY Exhibition)		
	Height: 233 cm; Width: 122		
	cm; Thickness: 4 mm		
16.	. Tempered glass panels	1 pc	
	(ENTWINED SPHERES	1	
	Exhibition)		
	Height: 132 cm; Width: 61		
	cm; Thickness: 5 mm		
	,		1

	17. Tempered glass panels (ENTWINED SPHERES Exhibition)	2 pcs	
	Height: 220 cm; Width: 120 cm; Thickness: 10 mm		
	18. Tempered glass panels	2 pcs	
	(ENTWINED SPHERES	- p • s	
	Exhibition)		
	Height: 38 cm; Width: 38		
	cm; Thickness: 6 mm		
	19. Tempered glass panels	4 pcs	
	(ENTWINED SPHERES	1	
	Exhibition)		
	Height: 61 cm; Width: 38		
	cm; Thickness: 6 mm		
	20. Tempered glass panels	2 pc	
	(ENTWINED SPHERES	1	
	Exhibition)		
	Height: 61 cm; Width: 61		
	cm; Thickness: 6 mm		
	21. Tempered glass panels	2 pcs	
	(ENTWINED SPHERES		
	Exhibition)		
	Height: 92 cm; Width: 132		
	cm; Thickness: 6 mm		
	22. Tempered glass panels	2 pcs	
	(ENTWINED SPHERES		
	Exhibition)		
	Height: 92 cm; Width: 60		
	cm; Thickness: 6 mm		
	23. Tempered glass panels	4 pcs	
	(ENTWINED SPHERES		
	Exhibition)		
	Height: 92 cm; Width: 61		
	cm; Thickness: 6 mm		
	24. Tempered glass panels	1 pc	
	(Faith, Tradition, and Place:		
	Bangsamoro NEC		
	Exhibition)		
	Height: 215 cm; Width:		
	119.2 cm; Thickness: 6 mm		
	25. Tempered glass panels	5 pcs	
1	(LUMAD Mindanao		
	Exhibition)		
	,		
	Height: 167 cm; Width:		
	Height: 167 cm; Width: 82.5 cm; Thickness: 6 mm		
	Height: 167 cm; Width:	5 pcs	

Б	1 *1 *,*	
	hibition)	
	eight: 167 cm; Width:	
	7.2 cm; Thickness: 6 mm	
Paint Sup	•	
1. Fla	at Latex Paint, White, 16	
Lit	ers	18 pail
2. Sei	mi-Gloss Paint, White, 16	
Lit	ers	18 pail
3. Ac	ri-color paint (tinting	
col	or) - burnt sienna (1/4	
lite	er)	13 can
4. Ac	ri-color paint (tinting	
	lor) - burnt umber (1/4	
lite		12 can
	ri-color paint (tinting	12 40.11
	lor) - hanza yellow (1/4	
lite	,	12 can
	ri-color paint (tinting	12 0011
	lor) - lamp black (1/4 liter)	12 can
	ri-color paint (tinting	12 0011
	or) - raw sienna (1/4 liter)	12 can
	ri-color paint (tinting	12 can
	or) - thalo blue (1/4 liter)	13 can
		13 Call
	ri-color paint (tinting	
	lor) - thalo green (1/4	12
lite	,	12 can
	ri-color paint (tinting	
	lor) - toluidine red (1/4	10
lite	,	12 can
	ri-color paint (tinting	
	or) - Venetian red (1/4	
lite	/	12 can
	rylic emulsion (1L)	4 can
	ies and materials	
	rdry clay (500g each bar)	15 bar
2. Art	tist's paintbrushes for	
acr	ylic painting: Bristle flat	
siz	e # 0	3 pcs
3. Ar	tist's paintbrushes for	
acr	rylic painting: Bristle flat	
	e # 1	4 pcs
4. Ar	tist's paintbrushes for	•
	ylic painting: Bristle flat	
	e # 10	3 pcs
	tist's paintbrushes for	- 1
	rylic painting: Bristle flat	
	e # 2	3 pcs
SIZ	C 11 2	3 pes

6.	Artist's paintbrushes for acrylic painting: Bristle flat size # 4	3 pcs
7.		3 pcs
'.	-	
	acrylic painting: Bristle flat	2
0	size # 6	3 pcs
8.	1	
	acrylic painting: Bristle flat	2
	size # 8	3 pcs
]] 9.	1	
	acrylic painting: Nylon flat	2 mag
10	size # 0	3 pcs
10	. Artist's paintbrushes for	
	acrylic painting: Nylon flat	2 nos
11	size # 1	3 pcs
11	. Artist's paintbrushes for	
	acrylic painting: Nylon flat size # 10	3 nos
12		3 pcs
	. Artist's paintbrushes for	
	acrylic painting: Nylon flat size # 2	3 nos
12		3 pcs
	. Artist's paintbrushes for	
	acrylic painting: Nylon flat size # 4	3 ncs
1 /	. Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon flat	
	size # 6	3 pcs
15	Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon flat	
	size # 8	3 pcs
16	. Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon flat	
	size 2 inches	4 pcs
17	. Artist's paintbrushes for	+ pcs
1/	acrylic painting: Nylon flat	
	size 3 inches	3 pcs
1 2	. Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon	
	round size # 0	4 pcs
10	Artist's paintbrushes for	T pcs
	acrylic painting: Nylon	
	round size # 1	3 pcs
20	. Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon	
	round size # 10	3 pcs
21	. Artist's paintbrushes for	3 pcs
	acrylic painting: Nylon	
	round size # 2	3 pcs
	TOUTION DIECE II E	5 pcs

22 4 3 4 3 4 2	
22. Artist's paintbrushes for	
acrylic painting: Nylon	2
round size # 4	3 pcs
23. Artist's paintbrushes for	
acrylic painting: Nylon	_
round size # 6	3 pcs
24. Artist's paintbrushes for	
acrylic painting: Nylon	
round size # 8	3 pcs
25. Bristle brush, 1 inch	15 pcs
26. Bristle brush, 2 inches	15 pcs
27. Crystal clear resin (set A and	
B, 1 gallon kit)	5 sets
28. Modeling clay (1 lb. each	20 bar
bar); Non-drying, sulfur-free	
No. 2; Medium; Natural/	
White color	
29. Nylon brush, 1 inch	25 pcs
30. Nylon brush, 2 inches	10 pcs
31. Artists' set of nylon paint	10 pcs
brushes with palette knife,	
sponge, and storage case	4 sets
32. Plants prayer/ gun	3 units
33. Plaster of Paris (25	<i>c</i> 1
kilograms/ sack)	6 sacks
34. Polyurethane foam (set A:	
Hardener and set B:	2
Mixture)	3 sets
35. Roller brush, 4 inches with	
handle	15 pcs
36. Roller brush, 6 inches with	
handle	14 pcs
37. Roller brush, 8 inches with	
handle	15 pcs
38. Silica sand (2 kilograms/	
pack)	20 pack
39. Solid acrylic clay rolling pin,	*
20 cm length x 2 cm	
diameter	3 pcs
40. Square wire mesh (20 mesh	5 Pes
count) 1 ft x 9 ft	3 pcs
41. Stainless steel palette knives	3 pes
=	5 sots
of various sizes	5 sets
40 871.4	20 pounds
42. White polymer clay	(lb)
43. Wooden palette boards	5 pcs
Adhesives	T
1. A3 size Magnetic Display	
Board, gold frame color	20 pcs

2. A3 size Magnetic Display	
Board, silver frame color	20 pcs
3. Cloth adhesive tape, color	10 pcs
dark brown, 2 inches	
4. Cloth adhesive tape, color	10 pcs
dark grey, 2 inches	
5. Double adhesive, 0.5 width	20 packs
6. Double adhesive, 1.0 inch	
width	20 packs
7. Double-sided tape (1 inch	
width)	10 rolls
8. Duct adhesive tape, color dark	20 pcs
brown, 2 inches width	
9. Duct adhesive tape, color dark	20 pcs
grey,	
2 inches width	
10. Heavy Duty Glue Gun 40W	
69-GR20C: Convenient fold down	'7 pcs
stand; Ideal for woodworking,	
general repairs, Crafts; for small	
11. Glue stick, small size (pack of	
10)	23 boxes
12. Heavy duty, double-sided	
adhesive tape - Double Stick	
Transparent Mounting	
Adhesive Tape Waterproof	
13. Magnetic sheets, 10 sheets/	10 pack
pack	-
14. Multi-purpose gum tack	30 packs
adhesive, 90 pcs per pack	30 packs
15. Nano (double-sided	
transparent adhesive) tape, 2	
mm thickness x 1"W	30 pcs
16. Wood glue	-
<u> </u>	14 gallons
Measuring devices	
1. Electronic Ruler/ Laser	1 unit
Distance Meter	
Waterproof and Drop-proof,	
100 meters maximum	
distance, with electronic angle	
display, auxiliary level	
measurement, 100 sets of data	
storage function, and battery	
life that can reach 5000 times	
life that can reach 5000 times in a single measurement	
	5 pcs

Upholstery supplies and materials	
1. Fiber fill sheet, white - 1/2"	
thick per yard of fiber fill	20 1-
sheet poly-fil sheet cotton	30 yards
2. Heavy-duty gun tacker (13/4-6-8mm)	2 units
3. Gun tack staple wire, size	2 units
compatible with heavy-duty	
gun tacker (13/4-6-8mm)	9 boxes
4. Headless pins/ insect pins,	<i>y</i> 0011 0 2
100 pieces per box	4 boxes
Cleaning supplies and materials	
1. Anti-static feather duster	6 pcs
	•
2. Gas Mask chemical respirator Dual cartridge	8 pcs
3. Rugs, white/neutral	17 pcs
<u> </u>	
4. Microfiber cloth; 32 x 32 cm	30 packs
approximately 12 pcs per pack; Non-	
shedding; Thick	
Absorbent; Scratch-free;	
Lint-free	
5. Plastic apron (use for	22 pcs
laboratory)	
6. Premium Dustpan with Brush –	15 units
Dust Pan: 18cm x 25cm;	
Brush 24cm x 14cm;	
Durable nylon bristles / Non-	
slip TPR handle	
7. Cordless Vacuum Cleaner	1 unit
20V;	1 uiiit
Dust Capacity:0.7L	
Vacuum Pressure: High:	
≥7.0K Pa; Normal : ≥5.0KPa;	
Tank: Stainless Steel Tank	
Accessories Included:	
✓ 1 x Flexible Extension Tube	
✓ 1 x Floor Nozzle	
✓ 1 x Crevice Nozzle	
*	
✓ 1 x Dust Brush	
✓ 2 x Extension tube	10 1
8. Reusable chemical-resistant	18 packs
gloves (35cm/Medium)	

shall issue to the supplier Notice to Deliver (NTD) indicating the following: 3. Actual quantities of Lighting Fixtures to be delivered; and 4. Timeline within which delivery should be made. The items above will be delivered in two (2) sets of quantities for the 3 rd and 4 th quarters of the year 2023. The items above shall be delivered within Thirty (30) Calendar Days reckoned from the date stated in the NTD.	
TERMS OF PAYMENT: The contract price shall be paid in two (2) sets of billings and shall be paid upon acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.	
WARRANTY: The Supplier shall provide a three-month warranty against factory defects reckoned with from the date of delivery. 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.	
CONTRACTOR'S ELIGIBILITY: The Supplier is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply and delivery of various exhibition materials for galleries awarded and completed from Y2017 up to present with an amount of atleast Fifty Percent (50%) of the Approved Budget for the Contract (ABC).	
LIQUIDATED DAMAGES: When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor 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 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.	
PRE-TERMINATION CLAUSE:	
The contract is effective on the date indicated in the NTP and shall remain in full force until December	

31, 2023, or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the contract by the NMP include but are not limited to the following:

- 3. Violation(s) of any of the terms and conditions of the Contract; and
- 4. Any other act or omission by the Contractor which is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

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
Lega	l Do	<u>cuments</u>
	1.	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Tech</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; <u>and</u>
	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.
Finar	ncial	Documents
		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:

- 1. E-Copy of all Eligibility, Technical, and Financial components save in any storage device;
- 2. Bid Bulletin, if any,;
- 3. Photocopy of the official receipt of the Bidding Documents;
- 4. Valid Mayor's Permit / Business Permit (Certified True Copy);
- 5. SEC Registration or DTI Certificate (Certified true Copy);
- 6. Tax Clearance Certificate (Certified true Copy);
- 7. Latest Audited Financial Statement (Certified true Copy), and;
- 8. 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

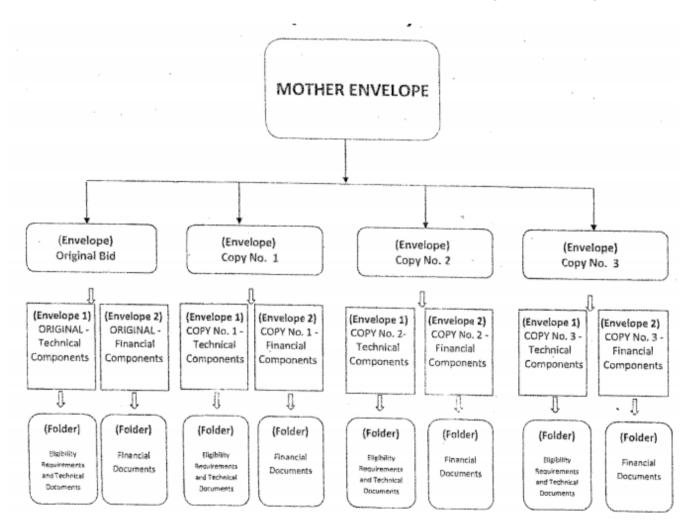
Address & Telephone Number

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

	•	iring or securin fect].	g Supplemental/	rbia bulletin(s) is	sued for the [i	vame ој ti	16
9.	or any fo	orm of considera el or representa	t give or pay dire ation, pecuniary tive of the gove	or otherwise, to	any person or	official,	
10.	obligation or abuse by a persecutives,	ons and underta liability for Swi of confidence son or entity un to the prejudic	nt was made or a kings in the con ndling (Estafa) o through misapp der an obligation se of the public a . 3815 s. 1930, a	tract shall be su or the commission of the commission on involving the condition the condition the covernment of the sovernment of the sov	fficient ground on of fraud with nverting any p duty to delive nent of the Ph	ds to cons th unfaithf ayment re r certain g ilippines p	titute fulness eceived oods or
IN —		S WHEREOF , I , Philippines.	have hereunto	set my hand	this day	of,	20 at
			-	sert NAME OF PRESENTATIVE]	BIDDER OR	ITS AUTI	-IORIZED
				[Insert sian	atory's legal c	anacityl	

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 PHILIPPINES)		
CITY OF) S.S.	
RID SECURING DECLARATION		

BID SECURING DECLARATION 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	PHILIPPINES)		
CITY OF) S.S.		
	PERFORMANCE SEC	URING 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	DACT ACREMANT		
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 $% \frac{1}{2}\left(\frac{1}{2}\right) =\frac{1}{2}\left(\frac{1}{2}\right) =\frac{1}{2}$	of Supplier] (herein	after called	"the Supplier") of the
other part;			

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: Procurement of Various Lighting Fixtures – FY 2023 (Supply and Delivery)

LOCATION: NMP Complex, Ermita, Manila

IMPLEMENTING UNIT: Exhibition, Editorial and Media Production Services Division (EEMPSD)

DESCRIPTION: The Exhibition, Editorial and Media Production Services Division (EEMPSD) provides technical assistance in the conceptualization, design, interpretation, fabrication, and installation of all permanent, temporary, and traveling exhibitions nationwide; reviews, proofreads, and translates exhibition texts, manuscripts, and other educational materials; and facilitates and assists in the production of all related print and the audio-visual component of the exhibitions.

The EEMPSD also assists in the monitoring of the physical condition of the central galleries including vitrines, paints, wall texts and graphics, electrical and lighting systems, and other equipment and objects.

OBJECTIVE: The project aims to maintain/repair all busted lights and to sustain the energy efficiency of the National Museum Buildings by converting busted fluorescent lighting fixtures into LED lighting fixtures.

SCOPE OF WORK (for Infrastructure Projects) TECHNICAL SPECIFICATIONS (for Goods/Services Projects) TERMS OF REFERENCE (for Consulting Services Projects)	
1. Adapter	10 pieces
Input: 100-240V 50/60Hz	To pieces
Output: 12V-2A	
2. LED dimmer switch	75 pieces
(For lights inside customized	•
vitrines)	
Full load power: Less than 300W	
Voltage: AC 110V - 240V	
Color: White	
Dimmable range: 1% to 100%	
Modulation: Knob	
Rotation angle: At least 320	
degrees	
3. LED driver	50 pieces
(For lights inside customized	
vitrines)	
Input: 220V	
Output: 4v-5v	

4. LED Beads/ LED Diode	75 packs
(For lights inside customized	13 packs
NMNH vitrines)	
,	
Operating Voltage: 3.2 - 3.4V DC	
Power Consumption: 3 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Color Temperature: Warm White	
Size: 1.5 cm	
50pcs/ pack	20 :
5. Track Bar (Black), 1 meter	30 pieces
6. Track Bar (White), 1 meter	30 pieces
7. Electrical tape, black	70 pieces
8. No. 14 flat cord wire , 150 meters	3 rolls
per roll	
9. LED Beads/ LED Diode	70 packs
(For lights inside customized	
NMNH vitrines)	
Operating Voltage: 3.2 - 3.4V DC	
Power Consumption: 3 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Color Temperature: Cool White	
Size: 1.5 cm	
50pcs/ pack	
10. LED Beads/ LED Diode	70 packs
(For lights inside customized	
NMNH vitrines)	
Operating Voltage: 3.2 - 3.4V DC	
Power Consumption: 1 Watt	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 100 - 110 lumens	
Color Temperature: Warm White	
Size: 1.5 cm	
50pcs/ pack	
11. LED Beads/ LED Diode	70 packs
(For lights inside customized	
NMNH vitrines)	
Operating Voltage: 3.2 - 3.4V DC	
Power Consumption: 1 Watt	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 100 - 110 lumens	
Color Temperature: Cool White	
Size: 1.5 cm	
50pcs/ pack	
12. LED Track Light	70 pieces
Operating Voltage: 220V AC	

Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Warm White	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: adjustable 20-60	
degrees	
Casing Color: Black	
Lamp Material: Aluminum	
Housing & Clear Lens Cover	
13. LED Track Light	
Operating Voltage: 220V AC	70 pieces
Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Warm White	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: adjustable 20-60	
degrees	
Casing Color: White	
Lamp Material: Aluminum	
Housing & Clear Lens	
Cover	
14. LED Track Light – Long Arm	70 pieces
Operating Voltage: 220V AC	
Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Warm White	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: adjustable 20-60	
degrees	
Casing Color: Black	
Lamp Material: Aluminum Housing	
& Clear Lens Cover	
15. LED Track Light – Long Arm	80 pieces
Operating Voltage: 220V AC	oo pieces
Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Warm White	
Color Rendering Index:	

7.	
At least 75 minimum	
Beam Angle: adjustable 20-60	
degrees	
Casing Color: White	
Lamp Material: Aluminum Housing	
& Clear Lens Cover	
16. LED Bulb	38 pieces
Operating Voltage: 220V AC	1
Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
· · · · · · · · · · · · · · · · · · ·	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Warm White	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: 160 degrees minimum	
Base: E27	
17. T8 LED Tube Light, 1200 mm	10 pieces
(as backlight for glowing minerals	
cabinet)	
Operating Voltage: 220V AC	
Power Consumption: 18 - 21 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 1800 - 2100 lumens	
Color Temperature: Warm white	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: At least 120 degrees	
minimum	
Light Compatible: T8 Tube Light,	
1200mm	
Wiring Connection: Double Ended	
Lamp Material: metal housing &	
polycarbonate or	
heavy-duty plastic cover, frosted	
18. T8 LED Tube Light with fixture,	75 pieces
1200 mm	•
Operating Voltage: 220V AC	
Power Consumption: 18 - 21 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 1800 - 2100 lumens	
-	
Color Temperature: Warm white	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: 120 degrees minimum	
Light Compatible:	

T8 Tube Light, 1200mm	
Wiring Connection: Double Ended	
Lamp Material:	
metal housing & polycarbonate or	
heavy-duty plastic cover, frosted	
19. T5 LED Tube Light with fixture ,	70 pieces
1200 mm	-
Operating Voltage: 220V AC	
Power Consumption: 9 - 12 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 900 - 1200 lumens	
Color Temperature: Daylight	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: 120 degrees minimum	
Tube Length: 1200mm	
Tube Diameter: T5	
Lamp Material: Aluminum or	
polycarbonate housing	
& polycarbonate or heavy-duty	
plastic cover, frosted	4511-
20. LED Professional Cabinet	45 rolls
Display	
Showcase Light/ Mini Spotlight	
Warm white	
3 watts	
Black casing	
21. LED Adjustable Spotlight	45 pieces
Operating Voltage: 220V AC	
Power Consumption: 36 - 39 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 3600 - 3900 lumens	
Color Temperature: Warm White	
Color Rendering Index:	
At least 75 minimum	
Beam Angle: adjustable 20-60	
degrees	
Application: Recessed / Surface	
Mounted	
Dimension: 6" Diameter x 200mm	
depth maximum for recessed type	
Extension: expandable up to 5	
inches in length and can rotate up to	
360 degrees with tilt capability of up	
to 30 degrees	
Lamp Material: Aluminum or	
polycarbonate housing	

with heat dissinction towns and	
with heat dissipation, tempered	
glass diamond-type reflector	
22. LED Downlight (Rectangular)	50 pieces
Operating Voltage: 220V AC	
Power Consumption:	
3 x (9 - 12 Watts)	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens:	
3 x (900 - 1200 lumens)	
Color Temperature: Warm White	
Shape: Rectangular	
Application: Recessed	
Casing color: White	
23. LED Downlight (Big Round)	45pieces
Operating Voltage: 220V AC	15 pieces
Power Consumption: 15 - 18 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 1500 - 1800 lumens	
Color Temperature: Warm White	
Shape: Square / Round	
1 1	
Casing color: White	45
24. LED Downlight (Square small)	45pieces
Operating Voltage: 220V AC	
Power Consumption: 7 - 10 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 700 - 1000 lumens	
Color Temperature: Warm White	
Shape: Square / Round	
Application: Recessed	
Casing color: White	
25. LED Downlight (Round small)	45pieces
Operating Voltage: 220V AC	
Power Consumption: 7 - 10 Watts	
Rated Burning Hours:	
At least 40,000 hours minimum	
Output Lumens: 700 - 1000 lumens	
Color Temperature: Warm White	
Shape: Square / Round	
Application: Recessed	
Casing color: White	
26. LED Professional Cabinet	45 pieces
Display	•
Showcase Light/ Mini Spotlight	
Warm white	
3 watts	
Black casing	

All electrical lighting fixtures shall be new and of the latest manufacture (from 2018 to present) to assure the availability of replacement parts for maintenance purposes. Also, the fixtures shall comply with international protection standards such as CE, UL, and RoHS. Non-submission of certification shall be subjected to disqualification.

SUBMITTALS: Delivery Receipt

SOURCE OF FUND: The budget is available and shall be chargeable against the General Fund under MOOE Repairs and Maintenance - Buildings for Fiscal Year 2023.

APPROVED BUDGET FOR CONTRACT: One million five hundred sixty-three thousand one hundred twenty Pesos (**Php 1,563,120.00**), Inclusive of all applicable taxes.

DELIVERY SCHEDULE: The Exhibition, Editorial and Media Production Services Division (EEMPSD) shall issue to the supplier **Notice to Deliver (NTD)** indicating the following:

- 5. Actual quantities of Lighting Fixtures to be delivered; and
- 6. Timeline within which delivery should be made. The items above will be delivered in **two (2) sets of quantities** for the 3rd and 4th quarters of the year 2023.

The items above shall be delivered within **Thirty** (30) **Calendar Days** reckoned from the date stated in the NTD.

TERMS OF PAYMENT: The contract price shall be paid in **two (2) sets of billings** and shall be paid upon acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.

WARRANTY: The Supplier shall provide a **Three (3) years** warranty against factory defects, flickering, decrease in lumens, discoloration, and any reduction on the minimum required material specification reckoned from the date of delivery and testing. 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.

CONTRACTOR'S ELIGIBILITY: The Contractor is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply of various lighting fixtures) 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 Contractor must be the authorized dealer/supplier and/or the manufacturer of the lighting fixtures being offered. The Contractor can submit a Certificate of Distributorship or any equivalent document as proof.

LIQUIDATED DAMAGES: When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor 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 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.

PRE-TERMINATION CLAUSE:

The contract is effective on the date indicated in the NTP and shall remain in full force **until December 31, 2023,** or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the contract by the NMP include but are not limited to the following:

- 5. Violation(s) of any of the terms and conditions of the Contract; and
- 6. Any other act or omission by the Contractor which is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

PROJECT PROFILE

TITLE: Procurement of Various Exhibition Materials for Galleries – FY 2023 (Supply and Delivery)

LOCATION: NMP Complex, Ermita, Manila

IMPLEMENTING UNIT: Exhibition, Editorial and Media Production Services Division (EEMPSD)

DESCRIPTION: The Exhibition, Editorial and Media Production Services Division (EEMPSD) provides technical assistance in the conceptualization, design, interpretation, fabrication, and installation of all permanent, temporary, and traveling exhibitions nationwide; reviews, proofreads, and translates exhibition texts, manuscripts, and other educational materials; and facilitates and assists in the production of all related print and the audio-visual component of the exhibitions.

The EEMPSD also assists in the monitoring of the physical condition of the central galleries including vitrines, paints, wall texts and graphics, electrical and lighting systems, and other equipment and objects.

OBJECTIVE: The project aims to upgrade/maintain all permanent exhibitions in the central office of the National Museum of the Philippines.

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SCOPE OF WORK (for Infrastructure Projects)
TECHNICAL SPECIFICATIONS (for Goods/Services Projects)
OTERMS OF REFERENCE (for Consulting Services Projects)

Hardware and other carpentry materials	
5. Angle Bar 32mm x 32mm x	
4mm thk. 6 meters	10 pcs
6. Angle Bar 50mm x 50mm x	
5mm thk. 6 meters	10 pcs
7. B.I. (Black Iron) Tubular 25mm x	
25mm x 1.2mm thick 6 meters	1 pc
8. B.I. (Black Iron) Tubular 50mm x	
50mm x 1.2mm thick 6 meters	2 pc
5. Common nail, 1 1/2 inch	7 kg
6. Common nail, 1 inch	7 kg
7. Common nail, 2 1/2 inches	6 kg
8. Common nail, 2 inches	7 kg
9. Common nail, 3 inches	7 kg
Cutting disk, 4 inches diameter	11 pcs
11. Finishing nail, 1 1/2 inch	7 kg
12. Finishing nail, 1 inch	6 kg
13. Finishing nail, 2 inches	6 kg
14. Finishing nail, 2 1/2 inches	5 kg
15. Finishing nail, 3 inches	6 kg
16. KD 2x2x12	26 pcs

17. Grinding disk, 4 inches	6 pcs
18. Marine plywood, 4' x 8' x 3/4	31 pcs
19. Marine plywood, 4' x 8' x 1/2	31 pcs
20. Polituff with Hardener	10 gallons
21. Sanding paper, No. 100	22 pcs
22. Sanding paper, No. 220	21 pcs
23. Sanding paper, No. 60	22 pcs
24. Sanding paper, No. 80	23 pcs
25. Welding rod 3/32	2 kg
26. Non-Sag Epoxy (1 gallon set)	4 sets
27. Tarp (18x6 ft)	1 set
27. Taip (Toxo It)	1 361
Glasswork and glass supplies (with	
delivery and installation services)	
27. Acrylic glass panel, 4.5 mm	20 pcs
thickness, 4 ft x 8 ft	20 800
28. Acrylic glass panel, 6 mm	20 pcs
thickness, 4 ft x 8 ft	20 pos
29. Tempered glass enclosure for	3 set
vitrine	0 001
L37 cm; W37 cm; H42 cm	
30. Glass suction lifter, three-head	3 unit
31. Glass suction lifter, two-head	3 unit
32. Industrial-grade diamond glass	o dint
cutter	10 pcs
33. Silicone clear glass sealant	21 tube
34. Glass Shelf Bracket Clamps for	2. (800
12mm thick glass (GPD	
Exhibition)	21 pcs
35. Tempered Glass 1/2" Thk x 31	= : [
1/8" x 70 1/2" (GPD Exhibition)	4 pcs
36. Tempered glass panels (BIYAY	4 pcs
Exhibition)	· F
Height: 168 cm; Width:122 cm;	
Thickness: 6 mm	
37. Tempered glass panels (BIYAY	4 pcs
Exhibition)	1, 22
Height: 168 cm; Width: 95 cm;	
Thickness: 6 mm	
38. Tempered glass panels (BIYAY	4 pcs
Exhibition)	'
Height: 168 cm; Width:98 cm;	
Thickness: 5 mm	
39. Tempered glass panels (BIYAY	4 pcs
Exhibition)	'
Height: 198 cm; Width: 122 cm;	
Thickness: 6 mm	

40. Tempered glass panels (BIYAY	14 pcs
Exhibition)	
Height: 200 cm; Width: 122 cm;	
Thickness: 8 mm	
41. Tempered glass panels (BIYAY	2 pcs
Exhibition)	2 000
Height: 233 cm; Width: 122 cm;	
Thickness: 4 mm	4
42. Tempered glass panels	1 pc
(ENTWINED SPHERES	
Exhibition)	
Height: 132 cm; Width: 61 cm;	
Thickness: 5 mm	
43. Tempered glass panels	2 pcs
(ENTWINED SPHERES	
Exhibition)	
Height: 220 cm; Width: 120 cm;	
Thickness: 10 mm	
44. Tempered glass panels	2 pcs
(ENTWINED SPHERES	2 500
Exhibition)	
·	
Height: 38 cm; Width: 38 cm;	
Thickness: 6 mm	A
45. Tempered glass panels	4 pcs
(ENTWINED SPHERES	
Exhibition)	
Height: 61 cm; Width: 38 cm;	
Thickness: 6 mm	
46. Tempered glass panels	2 pc
(ENTWINED SPHERES	
Exhibition)	
Height: 61 cm; Width: 61 cm;	
Thickness: 6 mm	
47. Tempered glass panels	2 pcs
(ENTWINED SPHERES	1
Exhibition)	
Height: 92 cm; Width: 132 cm;	
Thickness: 6 mm	
THICKIESS. UTIIII	
49 Tompored along penals	2 222
48. Tempered glass panels	2 pcs
(ENTWINED SPHERES	
Exhibition)	
Height: 92 cm; Width: 60 cm;	
Thickness: 6 mm	
49. Tempered glass panels	4 pcs
(ENTWINED SPHERES	
Exhibition)	
Height: 92 cm; Width: 61 cm;	
Thickness: 6 mm	
111101010001 0 111111	

50. Tempered glass panels (Faith,	1 pc
Tradition, and Place:	·
Bangsamoro NEC Exhibition)	
Height: 215 cm; Width: 119.2	
cm; Thickness: 6 mm	
51. Tempered glass panels	5 pcs
(LUMAD Mindanao Exhibition)	•
Height: 167 cm; Width: 82.5	
cm; Thickness: 6 mm	
52. Tempered glass panels	5 pcs
(LUMAD Mindanao Exhibition)	
Height: 167 cm; Width: 137.2	
cm; Thickness: 6 mm	
Paint Supplies	
13. Flat Latex Paint, White, 16	
Liters	18 pail
14. Semi-Gloss Paint, White, 16	
Liters	18 pail
15. Acri-color paint (tinting color) -	
burnt sienna (1/4 liter)	13 can
16. Acri-color paint (tinting color) -	
burnt umber (1/4 liter)	12 can
17. Acri-color paint (tinting color) -	
hanza yellow (1/4 liter)	12 can
18. Acri-color paint (tinting color) -	
lamp black (1/4 liter)	12 can
19. Acri-color paint (tinting color) -	
raw sienna (1/4 liter)	12 can
20. Acri-color paint (tinting color) -	
thalo blue (1/4 liter)	13 can
21. Acri-color paint (tinting color) -	
thalo green (1/4 liter)	12 can
22. Acri-color paint (tinting color) -	
toluidine red (1/4 liter)	12 can
23. Acri-color paint (tinting color) -	
Venetian red (1/4 liter)	12 can
24. Acrylic emulsion (1L)	4 can
Art supplies and materials	
44. Airdry clay (500g each bar)	15 bar
45. Artist's paintbrushes for acrylic	
painting: Bristle flat size # 0	3 pcs
46. Artist's paintbrushes for acrylic	
painting: Bristle flat size # 1	4 pcs
47. Artist's paintbrushes for acrylic	
painting: Bristle flat size # 10	3 pcs
48. Artist's paintbrushes for acrylic	
painting: Bristle flat size # 2	3 pcs
49. Artist's paintbrushes for acrylic	
painting: Bristle flat size # 4	3 pcs

50. Artist's paintbrushes for acrylic	2
painting: Bristle flat size # 6	3 pcs
51. Artist's paintbrushes for acrylic	2
painting: Bristle flat size # 8	3 pcs
52. Artist's paintbrushes for acrylic	2
painting: Nylon flat size # 0	3 pcs
53. Artist's paintbrushes for acrylic	2
painting: Nylon flat size # 1	3 pcs
54. Artist's paintbrushes for acrylic	2 000
painting: Nylon flat size # 10	3 pcs
55. Artist's paintbrushes for acrylic	2 nos
painting: Nylon flat size # 2	3 pcs
56. Artist's paintbrushes for acrylic painting: Nylon flat size # 4	3 nce
57. Artist's paintbrushes for acrylic	3 pcs
painting: Nylon flat size # 6	3 pcs
58. Artist's paintbrushes for acrylic	υ ρυσ
painting: Nylon flat size # 8	3 pcs
59. Artist's paintbrushes for acrylic	ο ρου
painting: Nylon flat size 2 inches	4 pcs
60. Artist's paintbrushes for acrylic	1 200
painting: Nylon flat size 3 inches	3 pcs
61. Artist's paintbrushes for acrylic	
painting: Nylon round size # 0	4 pcs
62. Artist's paintbrushes for acrylic	
painting: Nylon round size # 1	3 pcs
63. Artist's paintbrushes for acrylic	- 1
painting: Nylon round size # 10	3 pcs
64. Artist's paintbrushes for acrylic	•
painting: Nylon round size # 2	3 pcs
65. Artist's paintbrushes for acrylic	
painting: Nylon round size # 4	3 pcs
66. Artist's paintbrushes for acrylic	
painting: Nylon round size # 6	3 pcs
67. Artist's paintbrushes for acrylic	
painting: Nylon round size # 8	3 pcs
68. Bristle brush, 1 inch	15 pcs
69. Bristle brush, 2 inches	15 pcs
70. Crystal clear resin (set A and B,	
1 gallon kit)	5 sets
71. Modeling clay (1 lb. each bar);	20 bar
Non-drying, sulfur-free	
No. 2; Medium; Natural/ White	
color	
72. Nylon brush, 1 inch	25 pcs
73. Nylon brush, 2 inches	10 pcs
74. Artists' set of nylon paint	
brushes with palette knife,	
sponge, and storage case	4 sets

	0 ''
75. Paint sprayer/ gun	3 units
76. Plaster of Paris (25 kilograms/	
sack)	6 sacks
77. Polyurethane foam (set A:	_
Hardener and set B: Mixture)	3 sets
78. Roller brush, 4 inches with	
handle	15 pcs
79. Roller brush, 6 inches with	
handle	14 pcs
80. Roller brush, 8 inches with	
handle	15 pcs
81. Silica sand (2 kilograms/ pack)	20 pack
82. Solid acrylic clay rolling pin, 20	
cm length x 2 cm diameter	3 pcs
83. Square wire mesh (20 mesh	
count) 1 ft x 9 ft	3 pcs
84. Stainless steel palette knives of	
various sizes	5 sets
85. White polymer clay	20 pounds (lb)
86. Wooden palette boards	5 pcs
Adhesives	•
10. A3 size Magnetic Display Board,	
gold frame color	20 pcs
11. A3 size Magnetic Display Board,	
silver frame color	20 pcs
12. Cloth adhesive tape, color dark	10 pcs
brown, 2 inches	·
13. Cloth adhesive tape, color dark	10 pcs
grey, 2 inches	·
14. Double adhesive, 0.5 width	20 packs
15. Double adhesive, 1.0 inch width	20 poeks
·	20 packs
16. Double-sided tape (1 inch width)	10 rolls
17. Duct adhesive tape, color dark	20 pcs
brown, 2 inches width	
18. Duct adhesive tape, color dark	20 pcs
grey,	
2 inches width	
10. Heavy Duty Glue Gun 40W 69-	'7 pcs
GR20C: Convenient fold down stand; Ideal	
for woodworking, general repairs, Crafts; for	
small	
11. Glue stick, small size (pack of 10)	23 boxes
12. Heavy duty, double-sided	20 boxes
adhesive tape - Double Stick	
Transparent Mounting Adhesive	
Tape Waterproof	
13. Magnetic sheets, 10 sheets/ pack	11 packs
, ,	

4.4 Multi numana gum ta ak adhaniya	20 nooks
14. Multi-purpose gum tack adhesive,	30 packs
90 pcs per pack 15. Nano (double-sided transparent	
adhesive) tape, 2 mm thickness x	
1"W	30 pcs
16. Wood glue	•
	14 gallons
Measuring devices	A
3. Electronic Ruler/ Laser Distance	1 unit
Meter	
Waterproof and Drop-proof, 100 meters maximum distance, with	
electronic angle display, auxiliary	
level measurement, 100 sets of data	
storage function, and battery life that	
can reach 5000 times in a single	
measurement	
4. Measuring steel tape, with lock, 8	5 pcs
meters	•
Upholstery supplies and materials	
5. Fiber fill sheet, white - 1/2" thick	
per yard of fiber fill sheet poly-fil	
sheet cotton	30 yards
6. Heavy-duty gun tacker (13/4-6-	
8mm)	2 units
7. Gun tack staple wire, size	
compatible with heavy-duty gun	Ohavas
tacker (13/4-6-8mm)	9 boxes
8. Headless pins/ insect pins, 100 pieces per box	4 boxes
	4 boxes
Cleaning supplies and materials 6. Anti-static feather duster	6 ncs
	6 pcs
7. Gas Mask chemical respirator	8 pcs
Dual cartridge	17 non
8. Rugs, white/neutral	17 pcs
9. Microfiber cloth; 32 x 32 cm	30 packs
approximately	
12 pcs per pack; Non-shedding;	
Thick Absorbent; Scratch-free; Lint-	
free	
10. Plastic apron (use for laboratory)	22 pcs
	15 units
6. Premium Dustpan with Brush – Dust Pan: 18cm x 25cm;	13 units
Brush 24cm x 14cm;	
Durable nylon bristles / Non-slip TPR	
handle	
7. Cordless Vacuum Cleaner 20V;	1 unit

Dust Capacity:0.7L	
Vacuum Pressure: High : ≥7.0K	
Pa; Normal : ≥5.0KPa;	
Tank: Stainless Steel Tank	
Accessories Included:	
√1 x Flexible Extension Tube	
√1 x Floor Nozzle	
√1 x Crevice Nozzle	
√1 x Dust Brush	
√2 x Extension tube	
8. Reusable chemical-resistant	18 packs
gloves (35cm/Medium)	

SUBMITTALS: Delivery Receipt

SOURCE OF FUND: The budget is available and shall be chargeable against the General Fund under MOOE Repairs and Maintenance - Buildings for Fiscal Year 2023.

APPROVED BUDGET FOR CONTRACT: One million one hundred eighty-two thousand eight hundred twenty Pesos (**Php 1,182,820.00**), Inclusive of all applicable taxes.

DELIVERY SCHEDULE: The Exhibition, Editorial,

and Media Production Services Division (EEMPSD) shall issue to the supplier **Notice to Deliver (NTD)** indicating the following:

- 7. Actual quantities of Lighting Fixtures to be delivered; and
- 8. Timeline within which delivery should be made. The items above will be delivered in two (2) quantities for the 3rd and 4th quarters of 2023.

The items above shall be delivered within **Thirty (30) Calendar Days** reckoned from the date stated in the NTD.

TERMS OF PAYMENT: The contract price shall be paid in **two (2) sets of billings** and shall be paid upon acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.

WARRANTY: The Supplier shall provide a **three-month warranty** against factory defects reckoned with from the date of delivery. 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.

CONTRACTOR'S ELIGIBILITY: The Supplier is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply and delivery of various exhibition materials for galleries awarded and completed from Y2017 up to present with an amount of at

least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

LIQUIDATED DAMAGES: When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor 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 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.

PRE-TERMINATION CLAUSE:

The contract is effective on the date indicated in the NTP and shall remain in full force **until December 31, 2023,** or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the contract by the NMP include but are not limited to the following:

- 7. Violation(s) of any of the terms and conditions of the Contract: and
- 8. Any other act or omission by the Contractor which is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.