

PHILIPPINE BIDDING DOCUMENTS

Fabrication, Printing, Installation,
Transport, and Delivery of Supplies,
Materials, Equipment Units, and Museum
Collections for Various Exhibitions at the
NMP Tabon Caves Area Museum and
Satellite Office in Quezon, Palawan, and
NMP Western-Southern Mindanao
Regional Museum and Satellite Office in
Fort, Zamboanga City

(PhilGEPS No. 10208154)

Government of the Republic of the Philippines

Sixth Edition July 2020

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 Fabrication, Printing, Installation,
Transport, and Delivery of Supplies, Materials, Equipment
Units, and Museum Collections for Various Exhibitions at
the NMP Tabon Caves Area Museum and Satellite Office in
Quezon, Palawan, and NMP Western-Southern Mindanao
Regional Museum and Satellite Office in Fort, Zamboanga
City

1. The *National Museum of the Philippines*, through the *General Fund for F.Y. 2023* intends to apply the sum and project indicated below, being the ABC to payment under the contract for each lot:

	ander the contract for each for.				
Lot	Procurement Project	Approved Budget for the			
No.		Contract (PhP)			
1	NMP Tabon Caves Area Museum and Satellite	PHP 5,109,303.29			
	Office in Quezon, Palawan	PHP 3,109,303.29			
2	NMP Western-Southern Mindanao Regional				
	Museum and Satellite Office in Fort,	PHP 5,000,000.00			
	Zamboanga City				
	Total	PHP 10,109,303.29			

with identification number *NMPBAC-PB-2023-10-02*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. **The National Museum of the Philippines** now invites bids for the above Procurement Project. Delivery of the Goods is required in:

Lot No.	Contract Duration
1	90 calendar Days
2	90 Calendar Days

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 *Mondays 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 **October 11, 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:

Lot	Amount in (PhP)
1	PHP 5,000.00
2	PHP 5,000.00

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 **October 20, 2023, at 09:30 AM** at **2**nd **Floor BAC Room North Annex (Motorpool) Building** 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, **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 **November 6, 2023, at 09:30 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Schedule of Activities

Date	Schedule of Activities
October 11, 2023	Posting / Advertisement
October 20, 2023	Pre-Bidding Conference
October 23, 2023	Deadline for submission of bidder's written queries
October 26, 2023	Issuance of Bid / Supplemental Bulletin/s, if any
November 6, 2023	Submission & Opening of Bids
November 7-8, 2023	Bid Evaluation
November 9-13	Post Qualification Evaluation
November 15, 2023	Issuance of Notice of Award

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 <u>bac@nationalmuseum.qov</u>.ph

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *National Museum of the Philippines* wishes to receive Bids for the *Fabrication, Printing, Installation, Transport, and Delivery of Supplies, Materials, Equipment Units, and Museum Collections for Various Exhibitions at the NMP Tabon Caves Area Museum and Satellite Office in Quezon, Palawan, and NMP Western-Southern Mindanao Regional Museum and Satellite Office in Fort, Zamboanga City,* with identification number *NMPBAC-PB-2023-10-02*.

The Procurement Project (referred to herein as "Project") is composed of *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 **General Fund FY 2023** in the given amount below:

Lot	Procurement Project	Approved Budget for the	
No.		Contract (PhP)	
1	NMP Tabon Caves Area Museum and Satellite	DUD E 100 202 20	
	Office in Quezon, Palawan	PHP 5,109,303.29	
2	NMP Western-Southern Mindanao Regional	DUD 5 000 000 00	
	Museum and Satellite Office in Fort, Zamboanga City	PHP 5,000,000.00	

2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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 and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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**.

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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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 pu	r this purpose, contracts similar to the Project shall be:		
	<i>col</i> b. Co	 a. Fabrication and installation of cultural properties and/or ethnographic collection b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 		
7.1	Subcontra	ecting is not allow	ed.	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than:			
		Lot #1	PHP 103	2,186.06
		Lot #2		0,000.00
	[two percent (2%) of ABC], 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:			
		Lot #1	PHP 25!	5,465.16
		Lot #2		0,000.00
	[fi	five percent (5%) of ABC] 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 (ABC)		
	1	NMP Tabon Caves Area Museum and Satellite Office in Quezon, Palawan PHP 5,109,303.29		
	2	NMP Western-Southern Mindanao Regional Museum and Satellite Office in Fort, Zamboanga City PHP 5,000,000.00		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

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 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.

4. 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.

5. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC	_		
Clause			
1.	Delivery and	d Documents –	
		s of the Contract, "EXW," "FOB," "FCA," "CIF,	· ·
	other trade	terms used to describe the obligations of the pa	arties shall have the
	meanings as	signed to them by the current edition of INCOT	TERMS published by
		tional Chamber of Commerce, Paris. The Del	livery terms of this
	Contract sha	all be as follows:	
	"The delive	ry terms applicable to this Contract are delive	ered to the place of
	destination	indicated below. Risk and title will pass from	the Supplier to the
	_	ntity upon receipt and final acceptance of the	Goods at their final
	destination.	n	
	Lot	Procurement Project:	ABC
	1	NMP Tabon Caves Area Museum and	PHP 5,109,303.29
		Satellite Office in Quezon, Palawan	PHP 3,109,303.29
	2	NMP Western-Southern Mindanao	
		Regional Museum and Satellite Office in	PHP 5,000,000.00
		Fort, Zamboanga City	
	Location: N	Metro Manila	
Delivery of the Goods shall be made by the Supplier in acceptance terms specified in Section VI (Schedule of Requirements). For purposes of this Clause, the Procuring Entity's Representations of the Project Site:			
	Lot #1	Allan S. Alvarez – SAO, EEM	PSD
	Lot #2	Marriane Ubalde – Senior Museum R	esearcher, ED
Incidental Services –			
	The Supplie	r is required to provide all of the following	services, including
additional services, if any, specified in Section VI. Schedule of Requiremen			of Requirements:
	-	erformance or supervision of on-site assembly he supplied Goods;	y and/or start-up of
		urnishing of tools required for assembly and/ he supplied Goods;	or maintenance of
	c. fı	urnishing of a detailed operations and maint ach appropriate unit of the supplied Goods;	enance manual for

- 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.

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.

2.2 The terms of payment:

For **Lots 1 and 2**, the Contractor shall be paid in tranches upon the submission of detailed accomplishment reports to the agency following the schedule below:

- 30% of the contract price upon delivery of supplies, materials, equipment units, and museum collection;
- 30% of the contract price upon completion of fabrication of vitrines, showcases, pedestals, platforms, and other display systems as well as printing and production of visual and media components of the exhibition;

	 30% of the contract price upon completion of installation of print materials and museum objects and final inspection; 10% of the contract price as retention money, to be paid one year after the project's completion. THE CONTRACTOR SHALL IN NO WAY SUSPEND THE COMPLETION OF WORK WHILE THE PROCESSING OF PAYMENT BY THE AGENCY IS IN PROCESS.
4	The inspections:
	**Note:
	Kindly refer to the Terms of Reference ("Annex C") of the project for the Inspections of Goods

Section VI. Schedule of Requirements

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	Description	Delivered, Weeks/Months
1	NMP Tabon Caves Area Museum and Satellite Office in Quezon, Palawan	90 Calendar Days
2	NMP Western-Southern Mindanao Regional Museum and Satellite Office in Fort, Zamboanga City	90 Calendar Days

^{*}Note: For full details of the above-mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

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)

Lot no.	Specifications	Statement of			
		Compliance			
NMP T	NMP Tabon Caves Area Museum and Satellite Office in Quezon,				
	Palawan				
	Scope of Work				
	Mobilization, demobilization, and provision of				
	temporary workshop facilities and security at the				
	site; 2. Project management and supervision during the				
	actual fabrication and installation;				
	Purchase and delivery of all fabrication and				
	installation materials needed in the project;				
	4. Fabrication and installation of exhibition display				
	systems which include showcases or cabinets				
	(vitrines), raised platforms or pedestals, and wall				
	panels as per the approved detailed plans/drawings				
	and technical specifications that form part of this				
	document;				
	Dismantling of old infographic panels and installation of newly fabricated outdoor way-finding				
	and infographic panels;				
	6. Provision of skilled laborers, tools, equipment units,				
4	and necessary materials for the production of				
1	mounting kits for the exhibition; and				
	7. Polishing/painting, fineries, and completion of all				
	punch list work items for the turnover of the project.				
	Gallery improvement/interior fit-out				
	1. Showcases/vitrine				
	The gallery showcases and other display systems under this				
	project need to be stable, sturdy, secure, and appropriately				
	equipped with micro-climate devices and must be carried				
	out in consultation with the conservation management				
	team. The showcase/vitrines are glass-enclosed display				
	cabinets with a contained space that isolates the inner				
	environment from the outer environment and protects the				
	collections/museum objects against pollutants, inclement weather, and fluctuating temperature and humidity levels.				
	It should provide accessible space for desiccants or				
	absorbents. The showcases/vitrines should have easy				
	access to maintain the objects on display, replace captions				

and busted LED lights, and clean the glass case's interior part.

Other components of the display system are the pedestals or raised platforms that shall be used to mount associated collections/museum objects to be displayed. It also includes upright panels for the educational print media component placed inside the showcases or on the walls, as indicated in the drawings.

The quality of workmanship to complete the work on these undertakings shall follow the highest standard of craftsmanship and professionalism.

2. Material specification and quality take-off

Any wood or composite materials used in the fabrication must undergo fumigation and chemical treatment to ensure durability and resistance against termites, wood borers, and fungi.

3. Glazing works for micro-climate vitrines

Display cases must provide anti-glare or equivalent tempered clear glass panels to reduce light and harmful ultraviolet rays that can damage the integrity of the textiles and other objects on display. This will also reduce reflection and glare and achieve maximum transparency for museum visitors' focus on the objects.

4. Electrical and lighting works

Light fittings must have a circuit breaker switch and UV-filtered lamp to protect the objects on display from direct heat. Lighting requirements for the showcases/vitrines should be fitted in a separate vented box at the top of the vitrines with a protective phenolic board roof to mitigate dust from falling onto the exhibition objects.

- 1. Rough-in, conduits, and wiring devices
- 2. Supply and installation of LED Lighting Fixtures, warm white

5. Painting and polishing works

A week or two should be allotted for the paint's ventilation and drying out before the objects' installation and other exhibition collateral. Paints must be a water-based emulsion, matte finish, odorless, and applied with at least three layers.

Object display systems

Display mounts/fittings must have overlay Mylar sheets or other acid-free mounting board/paper to avoid direct contact with the museum objects and allow for easy access for future maintenance of displays. Rubber tubes covered with fabric must be provided for the textile hangers and holders, while fabric wrap finish and polyurethane foams must be used on the fabricated rise boxes/plinths.

1. Supply of Mylar sheets, foam padding, Katrina cloth, bolsters, acid-free mounting board/paper, glassine, and Kraft paper.

Printing, Fabrication, and Installation of Print and other Media Components

Required graphic and visual materials, and print components of the exhibitions must be provided by the contractor, such as, but not limited to:

- 1. Title panels
- 2. Outdoor title banner with graphics
- 3. Print on sticker mounted on sintra or print on sintra, matte finish
 - a. Exhibition text panels with graphics
 - b. Extended texts
 - c. Captions/labels
 - d. Maps
 - e. Illustrations
 - f. Photographs
 - g. Acknowledgments
- 4. Outdoor trail signage; printed on sticker, laminated, matte finish; mounted on metal panel and tubular post, powder-coated, matte finish.
- 5. Print on frosted sticker mounted on acrylic panels
- 6. Wall-mounted whiteboard
- 7. Print on sticker mounted on acrylic
 - a. "Do not touch museum objects"
 - b. "Do not step on the pedestal"

Transshipment Fees and Insurance

Shipment of collections, supplies, and other materials from Manila to Quezon, Palawan including insurance coverage of collections and packaging materials, must be provided by the contractor.

Collection Management and Maintenance Supplies

Materials needed to ensure the maintenance of the objects in the exhibit shall be provided by the contractor, such as, but not limited to:

Item Description	Quantity	Unit
Mylar sheet	1	roll
Glassine	2	ream
Acid-free brown kraft paper (48in x	1	roll
40in; 80 gsm)		
Silica gel desiccant packets (200-	50	packet
250 grams per packet)		
Glue tack	10	pack
Double-sided tape (1in thick)	5	piece
Double-sided foam tape (1in thick)	5	piece
Acid-free foam board with one-side	5	piece
adhesive (5mm thick, 4ft x 8ft)		
Heat shrink tube (530 pieces, 5	1	set
colors, 1.0mm, 2.0mm, 3.0mm,		
4.0mm, 6.0mm, 8.0mm, 10.0mm,		
14.0mm diameter)		
Bolster/pool noodles	20	piece
Fiberfill polyester (1in, 40m)	1	roll
Katrina cloth (60in; white and	45	yard
cream)		
Nitrile gloves	5	box
Bubble wrap	1	Roll
Couring throads asserted aslaws	10	nioso
Sewing threads, assorted colors	10	piece
Set of sewing needles/upholstery	5	set

Fabrication of Replicas, Dioramas, and Scale Models

Fabrication of replicas, dioramas, and scale models should be done by the contractor in consultation with the curatorial divisions of the National Museum of the Philippines.

Purchase of Online Photographs

Purchase of online photographs should be shouldered by the contractor in coordination with the curatorial divisions of the National Museum of the Philippines.

Scientific, Technical, ICT, and Audio-Visual Equipment Units

- a. Eight (8) air dehumidifiers; 4.6L tank capacity, 20L per 24h & up to 70m2/175m3 room size
- Eight (8) digital data loggers; bluetooth capable, w/ easy-view LCD display, w/ internal 12-bit temperature sensor
- c. One (1) vacuum cleaner; manual, wet/dry,9.5L, with canister, and HEPA and sponge filter
- d. One (1) television monitor; 43 inches, flat, Full HD TV, USB, HDMI compatible

Ocular Inspection

An ocular inspection must be conducted by the contractor before the implementation of the project and submit a facility report to the end user which includes the general physical dimension and description of the gallery, as built plan, and photographs.

Submittals

Delivery Receipt and Detailed Report of Completion

Delivery of Materials and Project Implementation

All materials shall be delivered to NMP Central Office and at the project site in good quality and condition and follow the above-stated specifications and the approved plans and drawings accordingly. The delivery of items and project implementation in NMP Tabon Caves Area Museum in Quezon, Palawan must be completed within 90 days after the acceptance of the Notice to Proceed and should be stipulated in the contractor's commitment to the contract to the NMP.

Terms of Payment

The Contractor shall be paid in tranches upon submission of detailed accomplishment reports to the agency following the schedule below:

30% of the contract price upon delivery of supplies, materials, equipment units, and museum collections;

30% of the contract price upon completion of fabrication of vitrines, showcases, pedestals, platforms, and other display systems as well as printing and production of visual and media components of the exhibition; and

30% of the contract price upon completion of installation of print materials and museum objects and final inspection.

10% of the contract price as retention money, to be paid one year after the project's completion.

The contractor shall in no way suspend the completion of work while the processing of payment by the agency is in progress.

Warranty

There should be a warranty valid for one (1) year from the completed fabrication and installation of the exhibition. This includes reprinting, repainting, and repairing/replacing damaged showcases/vitrines, platforms, and glass panels. This also includes the replacement of busted LED lights and track lights as well as scientific, technical, ICT, and audiovisual equipment units. A condition report and incident report will be submitted to the contractor with photographs to support the claim.

Contractor's Eligibility

The bidder must be able to comply with the requirements, terms, and conditions set by the NMP Bids and Awards Committee, as well as the following qualifications and requirements to bid:

- 1. A minimum of five (5) years of experience in the fabrication and installation of cultural properties and/or ethnographic collection;
- 2. A qualified and competent in-house fabricator or designer with at least three (3) years of professional experience and/or heritage collection management;
- 3. Submit a list of staff and their qualifications which shall be in charge of the execution and maintenance of the works as well as precautionary measures and general housekeeping for the safety of all the persons engaged in the project during the course of the contract works;
- 4. A very satisfactory evaluation from three (3) government agencies or private institutions for implementing a similar project in the past five (5) years;
- 5. Submit three (3) samples of finished fabrication or installation work for the past five (5) years;
- Provide a video walkthrough of the fabrication and installation of the display systems for the project, including the color swatches for the paintings and polishing works;
- 7. Provide a printing station onsite for texts and graphic panels, captions, etc.; and
- 8. Submit a proposed schedule of activities.

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, 2024,** 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:

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

Technical Specifications (Lot 2)

Lot	Specifications	Statement of
no.		Compliance
1	NMP Western-Southern Mindanao Regional Museum a	nd Satellite
	Office in Fort, Zamboanga City	
	Scope of Work	
	Mobilization, demobilization, and provision of temporary workshop facilities and security at the site;	
	Project management and supervision during the actual fabrication and installation;	
	3. Purchase and delivery of all fabrication and installation materials needed in the project;	
	 Fabrication and installation of exhibition display systems which include showcases or cabinets (vitrines), raised platforms or pedestals, and wall panels as per the approved detailed plans/drawings and technical specifications that form part of this document; 	
	 Provision of skilled laborers, tools, equipment units, and necessary materials for the production of mounting kits for the exhibition; and 	
2	6. Polishing/painting, fineries, and completion of all punch list work items for the turnover of the project.	
	Gallery improvement/interior fit-out	
	1. Showcases/vitrine	
	The gallery showcases and other display systems under this project need to be stable, sturdy, secure, and appropriately equipped with microclimate devices and must be carried out in consultation with the conservation management team. The showcase/vitrines are glassenclosed display cabinets with a contained space that isolates the inner environment from the outer environment and protects the collections/museum objects against pollutants, inclement weather, and fluctuating temperature and humidity levels. It should provide accessible space for desiccants or absorbents. The showcases/vitrines should have easy access to maintain the objects on display, replace captions and busted LED lights, and clean the glass case's interior part.	

Other components of the display system are the pedestals or raised platforms that shall be used to mount associated collections/museum objects to be displayed. It also includes upright panels for the educational print media component placed inside the showcases or on the walls, as indicated in the drawings.

The quality of workmanship to complete the work on these undertakings shall follow the highest standard of craftsmanship and professionalism.

2. Material specification and quality take-off

Any wood or composite materials used in the fabrication must undergo fumigation and chemical treatment to ensure durability and resistance against termites, wood borers, and fungi.

3. Glazing works for micro-climate vitrines

Display cases must provide anti-glare or equivalent tempered clear glass panels to reduce light and harmful ultraviolet rays that can damage the integrity of the textiles and other objects on display. This will also reduce reflection and glare and achieve maximum transparency for museum visitors' focus on the objects.

4. Electrical and lighting works

Light fittings must have a circuit breaker switch and UV-filtered lamp to protect the objects on display from direct heat. Lighting requirements for the showcases/vitrines should be fitted in a separate vented box at the top of the vitrines with a protective phenolic board roof to mitigate dust from falling onto the exhibition objects.

- 1. Rough-in, conduits, and wiring devices
- 2. Supply and installation of LED Lighting Fixtures, warm white

5. Painting and polishing works

A week or two should be allotted for the paint's ventilation and drying out before the objects' installation and other exhibition collateral. Paints must be a water-based emulsion, matte finish, odorless, and applied with at least three layers.

Object display systems

Display mounts/fittings must have overlay Mylar sheets or other acidfree mounting board/paper to avoid direct contact with the museum objects and allow for easy access for future maintenance of displays. Rubber tubes covered with fabric must be provided for the textile hangers and holders, while fabric wrap finish and polyurethane foams must be used on the fabricated rise boxes/plinths. 1. Supply of Mylar sheets, foam padding, Katrina cloth, bolsters, acid-free mounting board/paper, glassine, and kraft paper.

Printing, Fabrication, and Installation of Print and other Media Components

Required graphic and visual materials, and print components of the exhibitions must be provided by the contractor, such as, but not limited to:

- 1. Backlit title panels
- 2. Outdoor title banner with graphics
- 3. Print on sticker mounted on sintra or print on sintra, matte finish
 - a. Exhibition text panels with graphics
 - b. Extended texts
 - c. Captions/labels
 - d. Maps
 - e. Illustrations
 - f. Photographs
 - g. Acknowledgments
- 4. Print on sticker mounted on acrylic
 - a. "Do not touch museum objects"
 - b. "Do not step on the pedestal"

Transshipment Fees and Insurance

Shipment of collections, supplies, and other materials from Manila to Zamboanga City including insurance coverage of collections and packaging materials, must be provided by the contractor.

Collections Management and Maintenance Supplies

Materials needed to ensure the maintenance of the objects in the exhibit shall be provided by the contractor, such as, but not limited to:

Item Description	Quantity	Unit
Mylar sheet	3	roll
Glassine	6	ream
Acid-free brown kraft paper (48in x 40in; 80 gsm)	2	roll
Silica gel desiccant packets (200-250 grams per packet)	50	packet
Glue tack	10	pack
Double-sided tape (1in thick)	5	piece
Double-sided foam tape (1in thick)	5	piece
Acid-free foam board with one-side adhesive (5mm thick, 4ft x 8ft)	5	piece
Heat shrink tube (530 pieces, 5 colors, 1.0mm,	1	set
2.0mm, 3.0mm, 4.0mm, 6.0mm, 8.0mm,		
10.0mm, 14.0mm diameter)		

Bolster/pool noodles	5	piece
Fiberfill polyester (1in, 40m)	1	roll
Katrina cloth (60in; white and cream)	45	yard
Nitrile gloves	10	box
Bubble wrap	2	roll
Kraft honey-comb paper packaging	/ 1	roll
cushioning		
Corrugated board brown pads packaging	5	bundle

Supplies and Materials for Gallery Repair and Maintenance

The contractor must provide supplies and materials for the repair and maintenance of the galleries in NMP Zamboanga:

Item Description	Quantity	Unit
Polituff with Hardener Putty	10.00	liter
Flat Latex Paint(White)	1.00	tin
Semi-gloss Latex paint(White)	1.00	tin
Assorted Acri-color paint	2.00	ltr
Premix Compound, 28kg	1.00	can
Lacquer Thinner	10.00	gals
#80 Floor Sanding Paper	10.00	mtr
9" Roller Brush Cotton	2.00	pcs
4" Baby Roller Brush Cotton 4"	2.00	pcs
Consumables (Includes masking tape, rugs, brush, & etc)	1.00	lot

Purchase of exhibition object/s

The contractor, in coordination with the Ethnology Division of the National Museum of the Philippines, shall purchase additional exhibition objects, such as, but not limited to:

Object/specimen	Quantity		Unit
Malong/sarong (batik)		4	pcs
Batik clothes		5	Pcs (assorted for men and women; children and adult)
Batik bags and wallets		6	Pcs (assorted)
Noodles (Maggi Kari etc.)		4	packs (assorted)
Chocolates		6	packs (assorted)
Milk tea		3	packs (assorted)
Biscuits		4	packs (assorted)
Coffee		4	packs (assorted)

Palm sugar 3 packs (ssorted)
Palm oil 3 bottle (assorted)
Cigarettes from 5 packs (assorted)

Indonesia

Model boats 1 lot

Food items and cigarettes may be replicated or preserved in epoxy resin art.

Translation of exhibition texts into local language

Provision for translation of exhibition texts to a local language to be coordinated with the Ethnology Division of the National Museum of the Philippines and partners in Zamboanga City.

Scientific, Technical, ICT, and Audio-Visual Equipment Units

- a. Six (6) air dehumidifiers; 4.6L tank capacity, 20L per 24h & up to 70m2/175m3 room size
- b. Six (6) digital data loggers, bluetooth capable, w/ easy-view LCD display, w/ internal 12-bit temperature sensor
- c. One (1) vacuum cleaner; manual, wet/dry, 9.5L, with canister, and HEPA and sponge filter
- d. Two (2) television monitors, 43 inches, flat, Full HD TV, USB, HDMI compatible

Ocular Inspection

An ocular inspection must be conducted by the contractor before the implementation of the project and submit a facility report to the end user which includes the general physical dimension and description of the gallery, as built plan, and photographs.

Submittals

Delivery Receipt and Detailed Report of Completion

Delivery of Materials and Project Implementation

All materials shall be delivered to NMP Central Office and at the project site in good quality and condition and follow the above-stated specifications and the approved plans and drawings accordingly. The delivery of items and project implementation in NMP Western-Southern Mindanao Regional Museum in Zamboanga City must be completed within 90 days after the acceptance of the Notice to Proceed and should be stipulated in the contractor's commitment to the contract to the NMP.

Terms of Payment

The Contractor shall be paid in tranches upon submission of detailed accomplishment reports to the agency following the schedule below:

30% of the contract price upon delivery of supplies, materials, equipment units, and museum collections;

30% of the contract price upon completion of fabrication of vitrines, showcases, pedestals, platforms, and other display systems as well as printing and production of visual and media components of the exhibition; and

30% of the contract price upon completion of installation of print materials and museum objects and final inspection.

10% of the contract price as retention money, to be paid one year after the project's completion.

The contractor shall in no way suspend the completion of work while the processing of payment by the agency is in progress.

Warranty

There should be a warranty valid for one (1) year from the completed fabrication and installation of the exhibition. This includes reprinting; repainting; and repairing/replacing damaged showcases/vitrines, platforms, and glass panels. This also includes the replacement of busted LED lights and track lights as well as scientific, technical, ICT, and audiovisual equipment units. A condition report and incident report will be submitted to the contractor with photographs to support the claim.

Contractor's Eligibility

The bidder must be able to comply with the requirements, terms, and conditions set by the NMP Bids and Awards Committee, as well as the following qualifications and requirements to bid:

- A minimum of five (5) years of experience in the fabrication and installation of cultural properties and/or ethnographic collection;
- 2. A qualified and competent in-house fabricator or designer with at least three (3) years of professional experience and/or heritage collection management;
- Submit a list of staff and their qualifications which shall be in charge of the execution and maintenance of the works as well as precautionary measures and general housekeeping for the safety of all the persons engaged in the project during the course of the contract works;
- 4. A very satisfactory evaluation from three (3) government agencies or private institutions for implementing a similar project in the past five (5) years;
- 5. Submit three (3) samples of finished fabrication or installation work for the past five (5) years;
- Provide a video walkthrough of the fabrication and installation of the display systems for the project, including the color swatches for the paintings and polishing works;

- 7. Provide a printing station onsite for texts and graphic panels, captions, etc.; and
- 8. Submit a proposed schedule of activities.

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, 2024,** 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 that 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
Leg	al Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Тес	chnica	l Documents
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
	(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
	(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(f)	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.
<u>Fin</u>	ancial	<u>Documents</u>
	(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <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

(i)	Original of duly signed and accomplished Financial Bid Form; and
(j)	Original of duly signed and accomplished Price Schedule(s).

Note: Submit the following requirements in a separate envelope:

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

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 Two Envelope 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

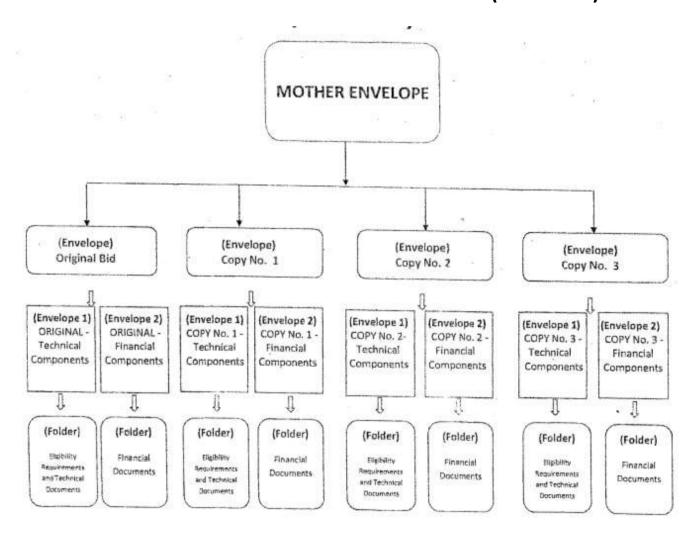
Address & Telephone Number

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]

isnaii be submittea with the Biaj
BID FORM
Date :
Project Identification No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby dacknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figure or the total calculated bid price, as evaluated and corrected for computational errors, a other bid modifications in accordance with the Price Schedules attached herewith and mapert of this Bid. The total bid price includes the cost of all taxes, such as, but not limited [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 to deliver the goods in accordance with the delivery schedule specified in t Schedule of Requirements of the Philippine Bidding Documents (PBDs);
 to provide a performance security in the form, amounts, and within the time prescribed in the PBDs;
 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 this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this I and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of
of agent Currency Commission 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 b	oehalf 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]

vame	of Bidder				Projec	t ID No	F	Page	of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
Nam	e:								
ogal	Capacity:								

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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:
 - a. Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	have	hereunto	set	my	hand	this	 day	of	 20	at
		_, Philippines.										

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

REPUBLIC OF THE PH	HILIPPINES)	
CITY OF) S.S.	
	BID SECURING DECLARA	TION

Project Identification No.: [Insert number]
To: [Insert name and address of the Procuring Entity]
I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE P	HILIPPINES)	
CITY OF) S.S.	
	PERFORMANCE SECURING DEC	CLARATION

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:
 - Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

Affiant

[Jurat]

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

[Insert Signatory's Legal Capacity]

for: [Insert Signatory's Legal Capacity]

[Insert Procuring Entity] for:

[Insert Name of Supplier]

Acknowledgment

ANNEX "C"

Terms of Reference



FABRICATION, PRINTING, INSTALLATION, TRANSPORT, AND DELIVERY OF SUPPLIES, MATERIALS, EQUIPMENT UNITS, AND MUSEUM COLLECTIONS FOR VARIOUS EXHIBITIONS AT THE NMP TABON CAVES AREA MUSEUM AND SATELLITE OFFICE IN QUEZON, PALAWAN

TERMS OF REFERENCE

LOCATION: National Museum of the Philippines – Tabon Caves Area Museum and Satellite Office (TCAMSO) in Tawa-Tawa, Lipuun Point, Quezon, Palawan

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

DESCRIPTION: The National Museum of the Philippines (NMP) is committed to provide the public with new exhibitions in the regional museums this FY 2023. For the last quarter of this year, the NMP targets to open a total of four galleries and various displays including the refurbishment of trail signage at the newly-constructed NMP Tabon Caves Area Museum and Satellite Office (TCAMSO) in Tawa-Tawa, Lipuun Point, Quezon, Palawan.

As part of the decentralization of the NMP Complex in Manila and to improve the services in the different regional, area, and site museums from Batanes to Jolo, an administrative building and four pavilions for exhibitions / activity areas were constructed in 2019. Two (Gallery 1 and 3) of the four structures have an area of 106 sgm while the other two (Gallery 2 and 4) measures 163 sqm. Gallery 1 will serve as visitor's orientation area / activity area. Gallery 2 of the Botany and National Herbarium, Geology and Paleontology, and Zoology Divisions will provide significant information on Palawan's rich geological and biological diversity, specifically highlighting the Tabon Cave Complex and all of Lipuun Point. Gallery 3 of the Ethnology Division will present how the different ethnolinguistic groups in Palawan perceive the world and utilize/interpret celestial bodies to guide them in their everyday activities. Gallery 4 of the Archaeology Division will showcase the archaeology of Palawan through a photographic narrative of the archaeological research in Lipuun Point and other cave sites in Quezon, Palawan initiated by NMP led by Robert Fox. The main pavilion / administrative building will be fitted / decorated with large-format photographs. In addition, the old deteriorating infographic panels along the trails of the Tabon Caves site will be dismantled and replaced with new outdoor way-finding and infographic panels; some outdoor signage will also be installed along the boardwalk.

OBJECTIVE: This project mainly aims to improve facilities at NMP TCAMSO by providing quality outdoor and indoor exhibitions and installing required fit-outs that will allow full operations of its office, facilities, and galleries. Opening and extending museum services to the public will allow the NMP TCAMSO to become part of Palawan's rich cultural and heritage landscape and thus contribute to the region's education, tourism, and leisure assets. At the same time, given the sites significance to Palawan's local heritage, the project is also expected to significantly increase the viewership of the whole NMP network. This project targets to launch all three exhibitions and various displays in the fourth quarter of FY 2023.

II. Scope of Work

- 8. Mobilization, demobilization, and provision of temporary workshop facilities and security at the site;
- 9. Project management and supervision during the actual fabrication and installation;
- 10. Purchase and delivery of all fabrication and installation materials needed in the project;

- 11. Fabrication and installation of exhibition display systems which include showcases or cabinets (vitrines), raised platforms or pedestals, and wall panels as per the approved detailed plans/drawings and technical specifications that form part of this document;
- 12. Dismantling of old infographic panels and installation of newly fabricated outdoor way-finding and infographic panels;
- 13. Provision of skilled laborers, tools, equipment units, and necessary materials for the production of mounting kits for the exhibition; and
- 14. Polishing/painting, fineries, and completion of all punch list work items for the turnover of the project.

III. Gallery improvement/interior fit-out

6. Showcases/vitrine

The gallery showcases and other display systems under this project need to be stable, sturdy, secure, and appropriately equipped with micro-climate devices and must be carried out in consultation with the conservation management team. The showcase/vitrines are glass-enclosed display cabinets with a contained space that isolates the inner environment from the outer environment and protects the collections/museum objects against pollutants, inclement weather, and fluctuating temperature and humidity levels. It should provide accessible space for desiccants or absorbents. The showcases/vitrines should have easy access to maintain the objects on display, replace captions and busted LED lights, and clean the glass case's interior part.

Other components of the display system are the pedestals or raised platforms that shall be used to mount associated collections/museum objects to be displayed. It also includes upright panels for the educational print media component placed inside the showcases or on the walls, as indicated in the drawings.

The quality of workmanship to complete the work on these undertakings shall follow the highest standard of craftsmanship and professionalism.

7. Material specification and quality take-off

Any wood or composite materials used in the fabrication must undergo fumigation and chemical treatment to ensure durability and resistance against termites, wood borers, and fungi.

8. Glazing works for micro-climate vitrines

Display cases must provide anti-glare or equivalent tempered clear glass panels to reduce light and harmful ultraviolet rays that can damage the integrity of the textiles and other objects on display. This will also reduce reflection and glare and achieve maximum transparency for museum visitors' focus on the objects.

9. Electrical and lighting works

Light fittings must have a circuit breaker switch and UV-filtered lamp to protect the objects on display from direct heat. Lighting requirements for the showcases/vitrines should be

fitted in a separate vented box at the top of the vitrines with a protective phenolic board roof to mitigate dust from falling onto the exhibition objects.

- 3. Rough-in, conduits, and wiring devices
- 4. Supply and installation of LED Lighting Fixtures, warm white

10. Painting and polishing works

A week or two should be allotted for the paint's ventilation and drying out before the objects' installation and other exhibition collateral. Paints must be a water-based emulsion, matte finish, odorless, and applied with at least three layers.

IV. Object display systems

Display mounts/fittings must have overlay Mylar sheets or other acid-free mounting board/paper to avoid direct contact with the museum objects and allow for easy access for future maintenance of displays. Rubber tubes covered with fabric must be provided for the textile hangers and holders, while fabric wrap finish and polyurethane foams must be used on the fabricated rise boxes/plinths.

2. Supply of Mylar sheets, foam padding, Katrina cloth, bolsters, acid-free mounting board/paper, glassine, and Kraft paper.

V. Printing, Fabrication, and Installation of Print and other Media Components

Required graphic and visual materials, and print components of the exhibitions must be provided by the contractor, such as, but not limited to:

- 8. Title panels
- 9. Outdoor title banner with graphics
- 10. Print on sticker mounted on sintra or print on sintra, matte finish
 - h. Exhibition text panels with graphics
 - i. Extended texts
 - j. Captions/labels
 - k. Maps
 - I. Illustrations
 - m. Photographs
 - n. Acknowledgments
- 11. Outdoor trail signage; printed on sticker, laminated, matte finish; mounted on metal panel and tubular post, powder-coated, matte finish.
- 12. Print on frosted sticker mounted on acrylic panels
- 13. Wall-mounted whiteboard
- 14. Print on sticker mounted on acrylic
 - c. "Do not touch museum objects"
 - d. "Do not step on the pedestal"

VI. Transshipment Fees and Insurance

Shipment of collections, supplies, and other materials from Manila to Quezon, Palawan including insurance coverage of collections and packaging materials, must be provided by the contractor.

VII. Collection Management and Maintenance Supplies

Materials needed to ensure the maintenance of the objects in the exhibit shall be provided by the contractor, such as, but not limited to:

Item Description	Quantity	Unit
Mylar sheet	1	roll
Glassine	2	ream
Acid-free brown kraft paper (48in x 40in; 80 gsm)	1	roll
Silica gel desiccant packets (200-250 grams per packet)	50	packet
Glue tack	10	pack
Double-sided tape (1in thick)	5	piece
Double-sided foam tape (1in thick)	5	piece
Acid-free foam board with one-side adhesive (5mm thick, 4ft x 8ft)	5	piece
Heat shrink tube (530 pieces, 5 colors, 1.0mm, 2.0mm, 3.0mm, 4.0mm, 6.0mm, 8.0mm, 10.0mm, 14.0mm diameter)	1	set
Bolster/pool noodles	20	piece
Fiberfill polyester (1in, 40m)	1	roll
Katrina cloth (60in; white and cream)	45	yard
Nitrile gloves	5	box
Bubble wrap	1	roll
Sewing threads, assorted colors	10	piece
Set of sewing needles/upholstery	5	set

VIII. Fabrication of Replicas, Dioramas, and Scale Models

Fabrication of replicas, dioramas, and scale models should be done by the contractor in consultation with the curatorial divisions of the National Museum of the Philippines.

IX. Purchase of Online Photographs

Purchase of online photographs should be shouldered by the contractor in coordination with the curatorial divisions of the National Museum of the Philippines.

X. Scientific, Technical, ICT, and Audio-Visual Equipment Units

- a. Eight (8) air dehumidifiers; 4.6L tank capacity, 20L per 24h & up to 70m2/175m3 room size
- b. Eight (8) digital data loggers; bluetooth capable, w/ easy-view LCD display, w/ internal 12-bit temperature sensor
- c. One (1) vacuum cleaner; manual, wet/dry, 9.5L, with canister, and HEPA and sponge filter
- d. One (1) television monitor; 43 inches, flat, Full HD TV, USB, HDMI compatible

XI. Ocular Inspection

An ocular inspection must be conducted by the contractor before the implementation of the project and submit a facility report to the end user which includes the general physical dimension and description of the gallery, as built plan, and photographs.

SUBMITTALS: Delivery Receipt and Detailed Report of Completion

SOURCE OF FUND: The budget is available and shall be chargeable against the locally funded project Exhibitions and Fit-Out of Various national Museum of the Philippines – Central and Regional Sites.

APPROVED BUDGET FOR CONTRACT: Five Million One Hundred Nine Thousand Three Hundred Three Pesos and Twenty-Nine Centavos (PhP 5,109,303.29).

DELIVERY OF MATERIALS AND PROJECT IMPLEMENTATION: All materials shall be delivered to NMP Central Office and at the project site in good quality and condition and follow the above-stated specifications and the approved plans and drawings accordingly. The delivery of items and project implementation in NMP Tabon Caves Area Museum in Quezon, Palawan must be completed within 90 days after the acceptance of the Notice to Proceed and should be stipulated in the contractor's commitment to the contract to the NMP.

TERMS OF PAYMENT: The Contractor shall be paid in tranches upon submission of detailed accomplishment reports to the agency following the schedule below:

- 30% of the contract price upon delivery of supplies, materials, equipment units, and museum collections;
- 30% of the contract price upon completion of fabrication of vitrines, showcases, pedestals, platforms, and other display systems as well as printing and production of visual and media components of the exhibition; and
- 30% of the contract price upon completion of installation of print materials and museum objects and final inspection.
- 10% of the contract price as retention money, to be paid one year after the project's completion.

The contractor shall in no way suspend the completion of work while the processing of payment by the agency is in progress.

WARRANTY: There should be a warranty valid for one (1) year from the completed fabrication and installation of the exhibition. This includes reprinting, repainting, and repairing/replacing damaged showcases/vitrines, platforms, and glass panels. This also includes the replacement of busted LED lights and track lights as well as scientific, technical, ICT, and audio-visual equipment units. A condition report and incident report will be submitted to the contractor with photographs to support the claim.

CONTRACTOR'S ELIGIBILITY:

The bidder must be able to comply with the requirements, terms, and conditions set by the NMP Bids and Awards Committee, as well as the following qualifications and requirements to bid:

9. A minimum of five (5) years of experience in the fabrication and installation of cultural properties and/or ethnographic collection;

- 10. A qualified and competent in-house fabricator or designer with at least three (3) years of professional experience and/or heritage collection management;
- 11. Submit a list of staff and their qualifications which shall be in charge of the execution and maintenance of the works as well as precautionary measures and general housekeeping for the safety of all the persons engaged in the project during the course of the contract works;
- 12. A very satisfactory evaluation from three (3) government agencies or private institutions for implementing a similar project in the past five (5) years;
- 13. Submit three (3) samples of finished fabrication or installation work for the past five (5) years;
- 14. Provide a video walkthrough of the fabrication and installation of the display systems for the project, including the color swatches for the paintings and polishing works;
- 15. Provide a printing station onsite for texts and graphic panels, captions, etc.; and
- 16. Submit a proposed schedule of activities.

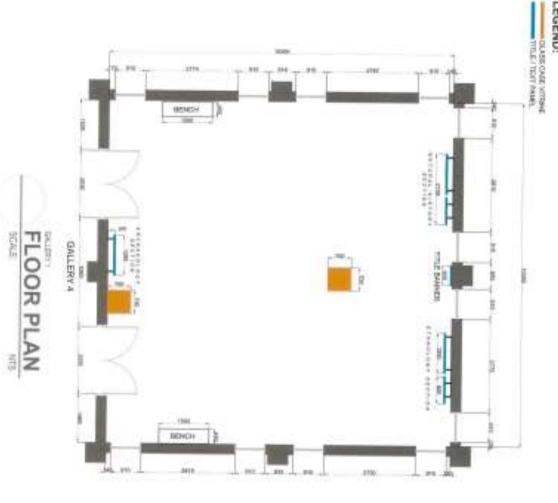
LIQUIDATED DAMAGES: When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not 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.

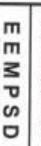
PRE-TERMINATION CLAUSE: The contract is effective on the date indicated in the NTP and shall remain in full force **until December 31, 2024,** or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure 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 that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

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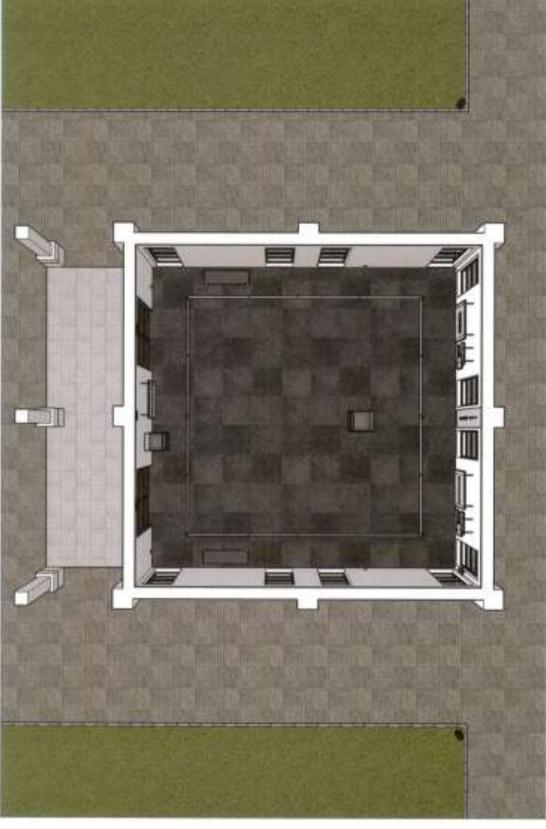
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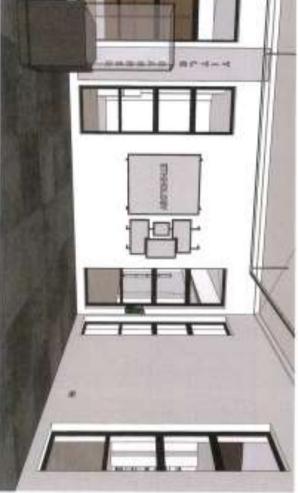
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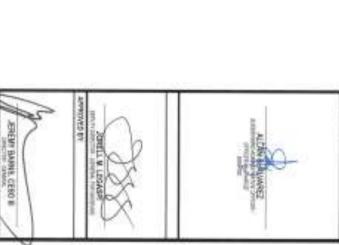
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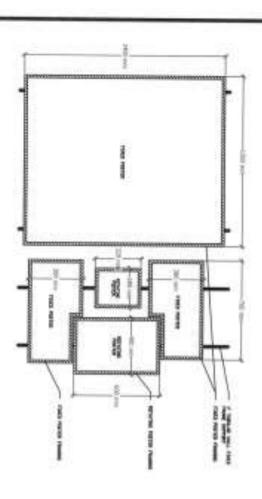
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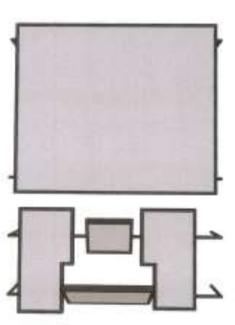
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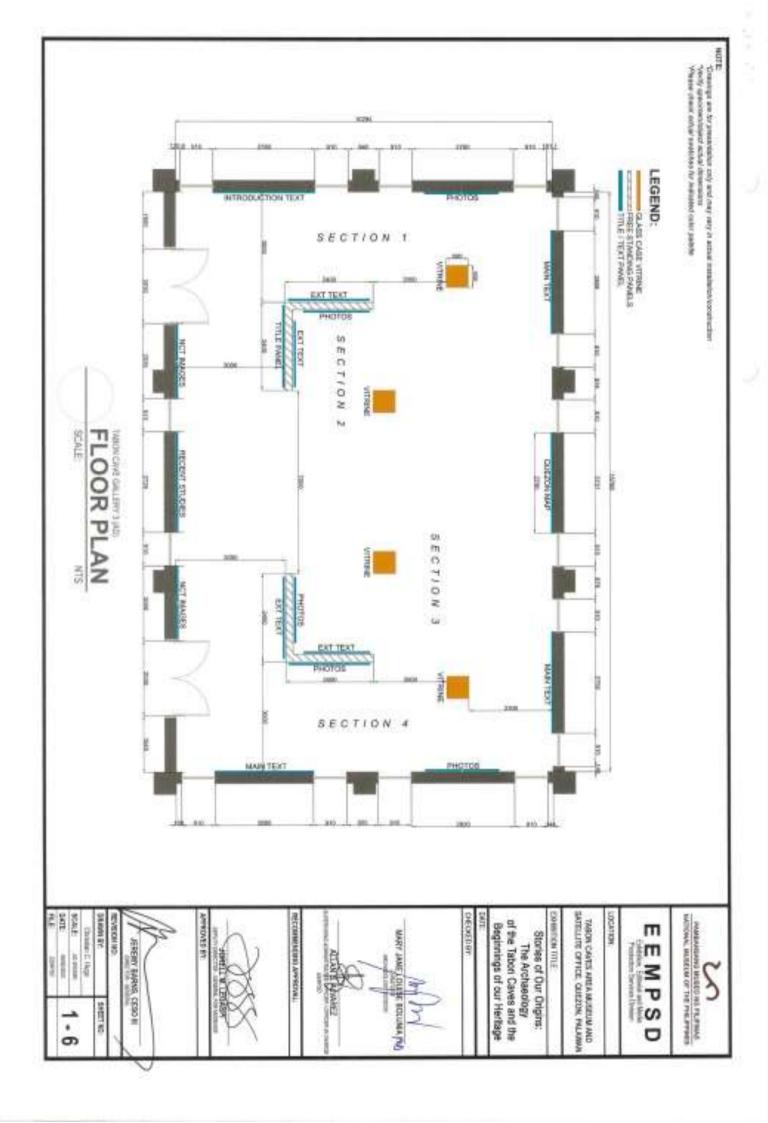
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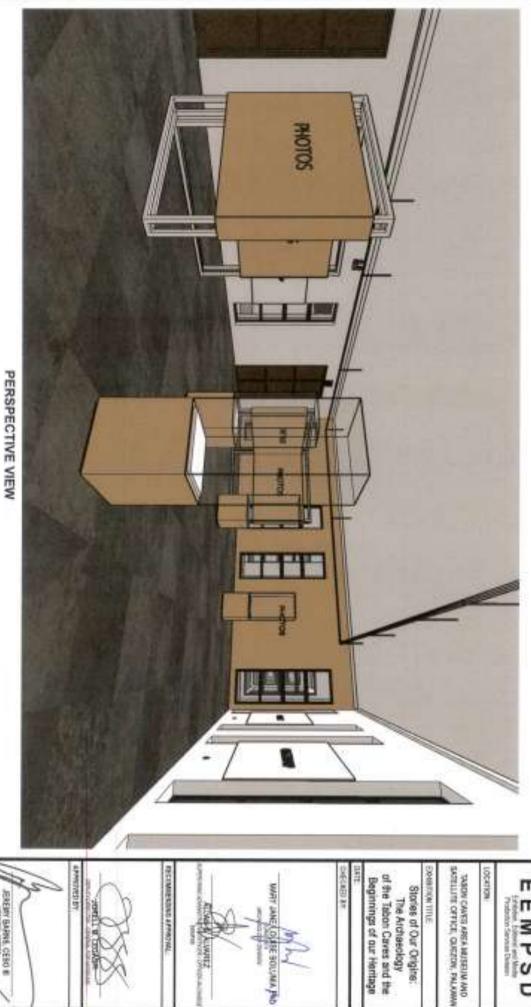


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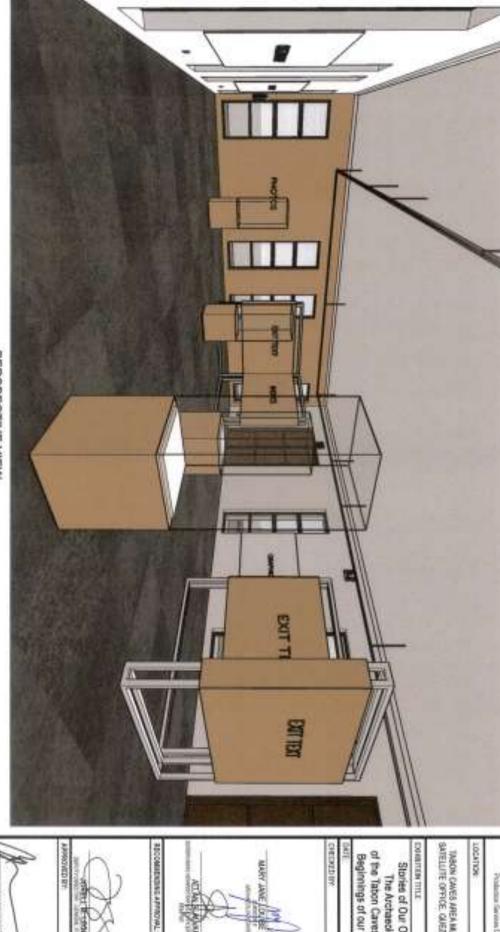
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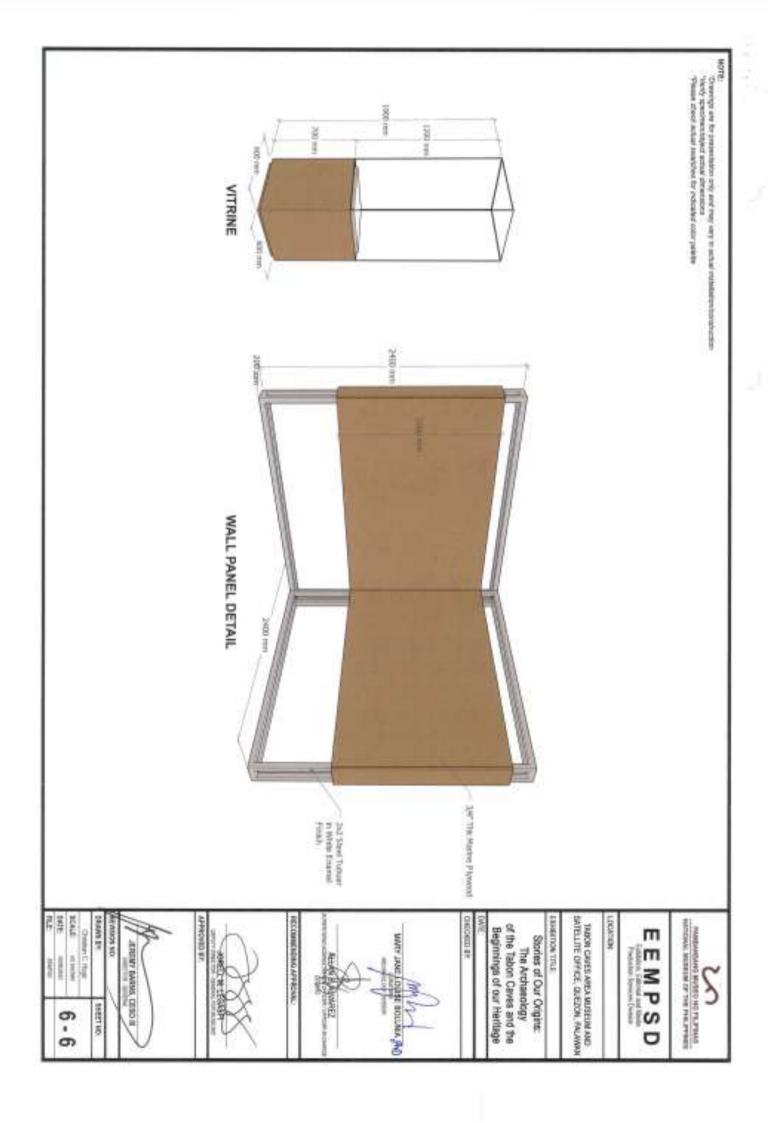
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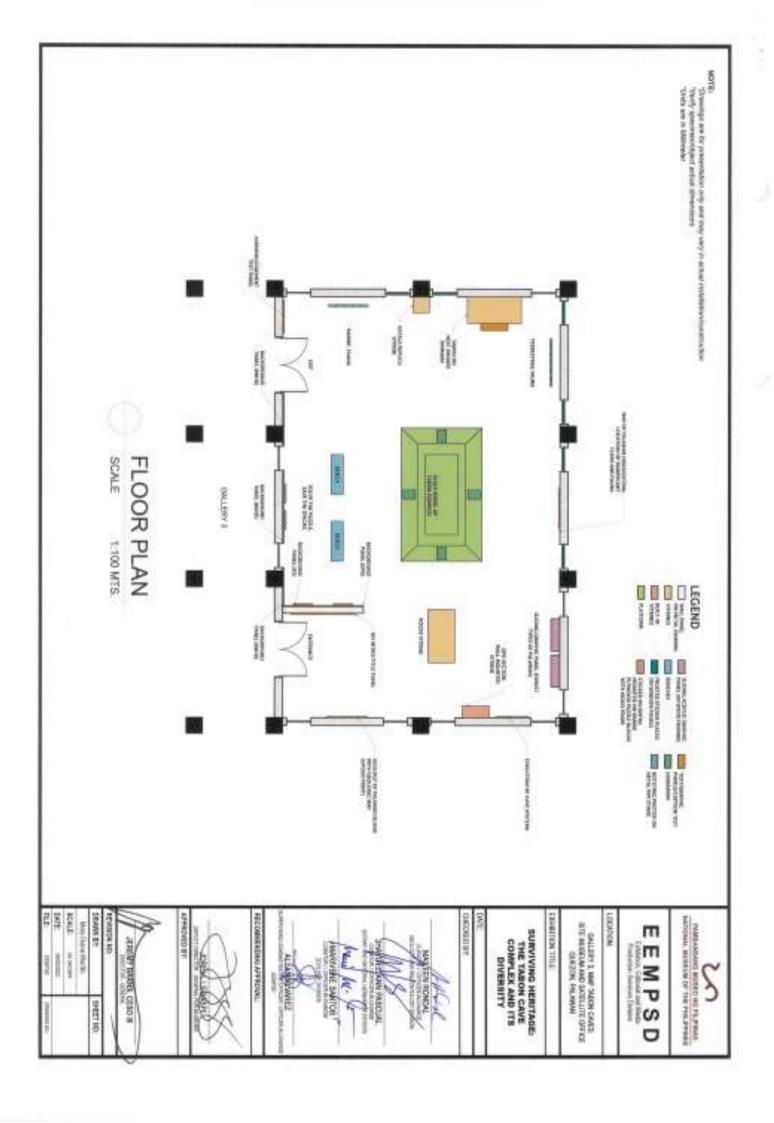
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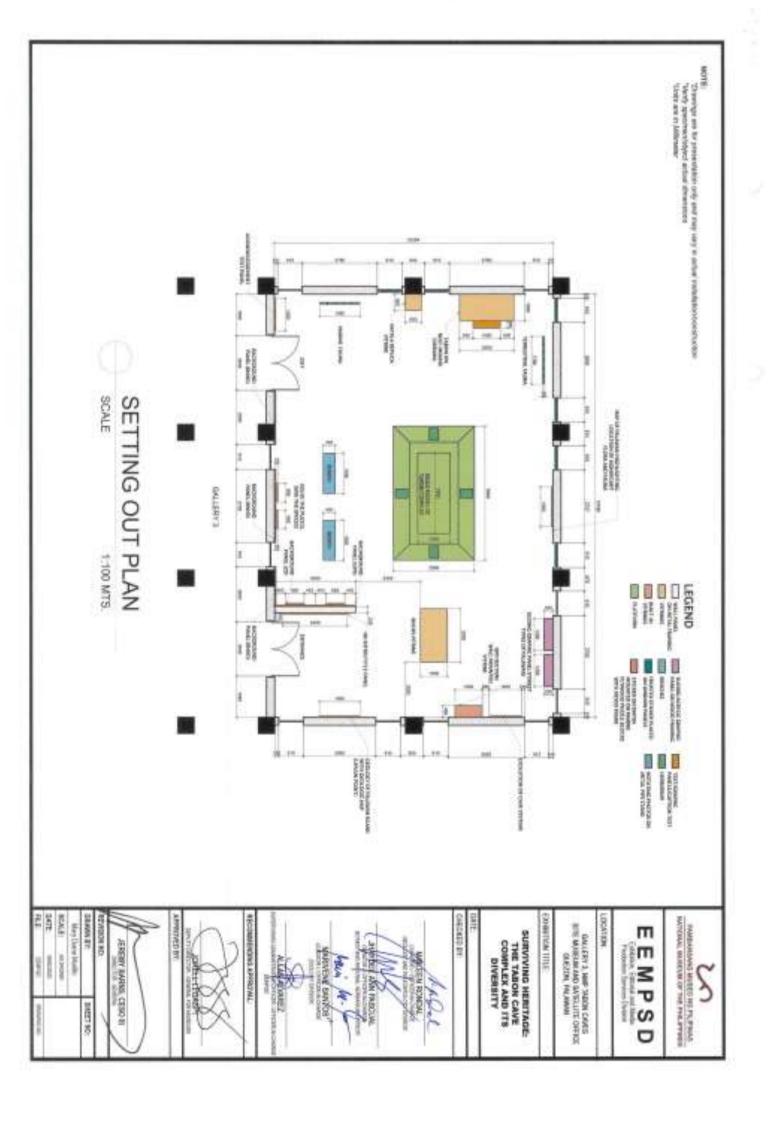
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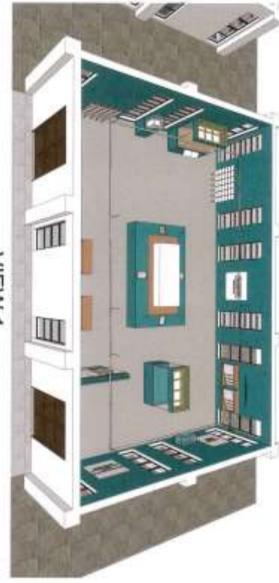


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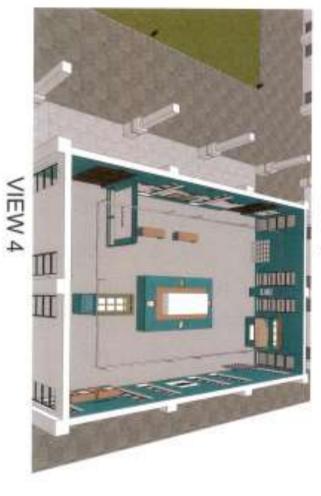
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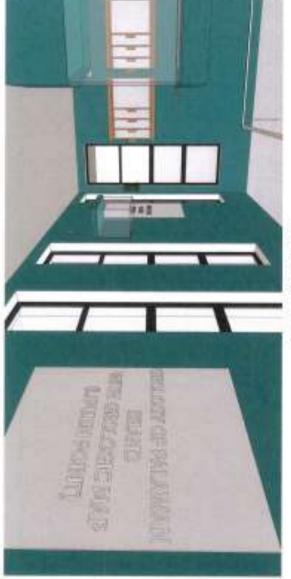
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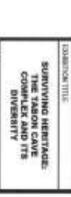


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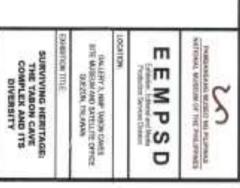
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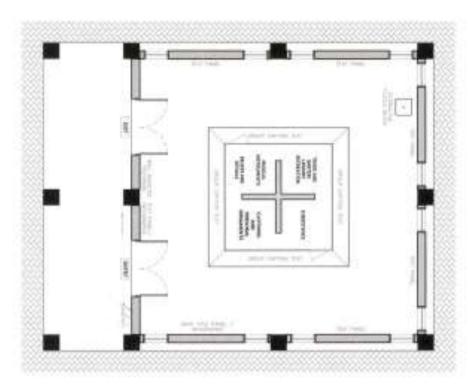
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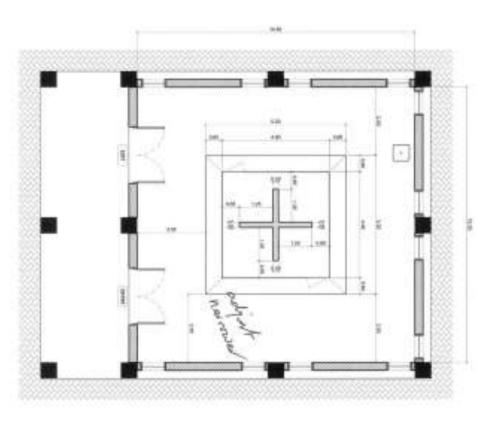
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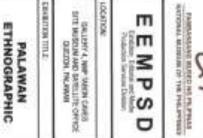
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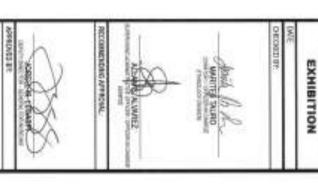
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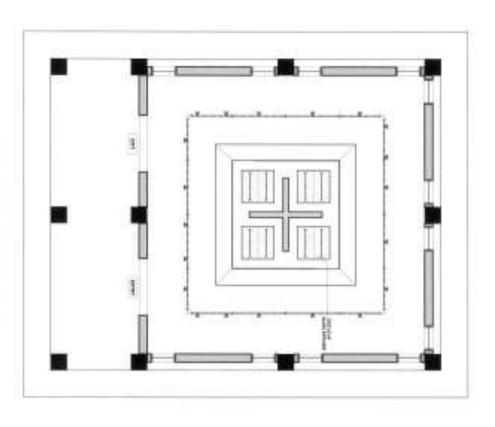
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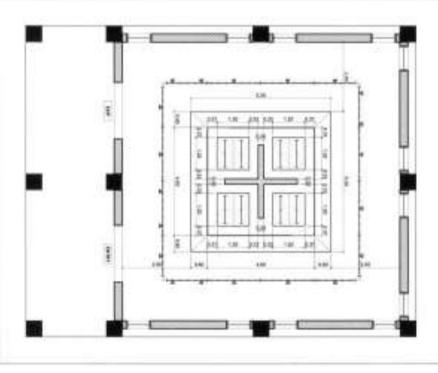
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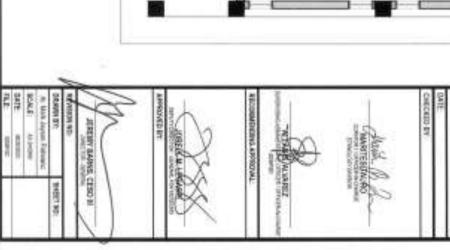
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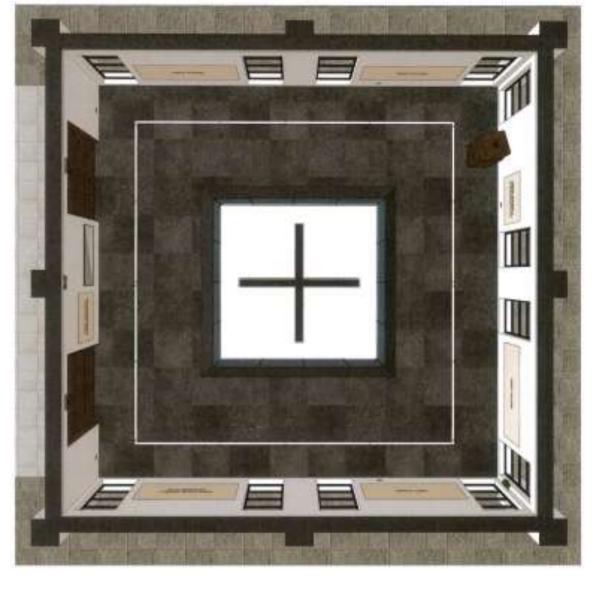




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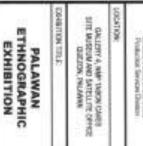
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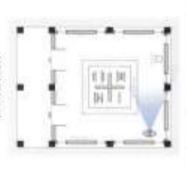
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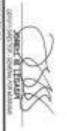
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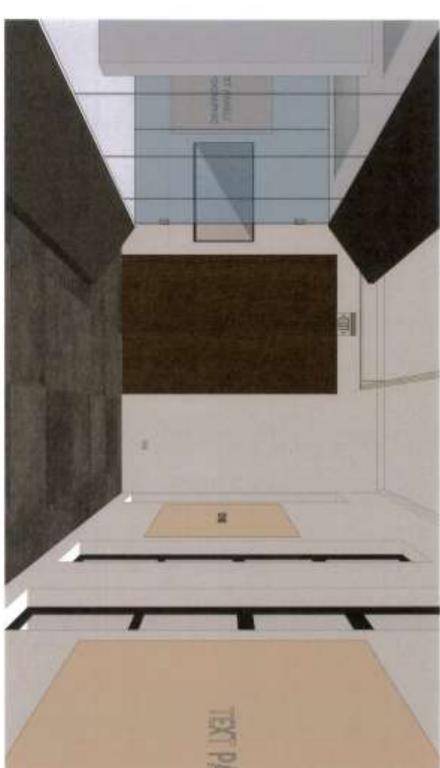
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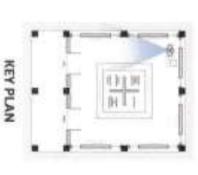
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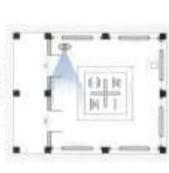
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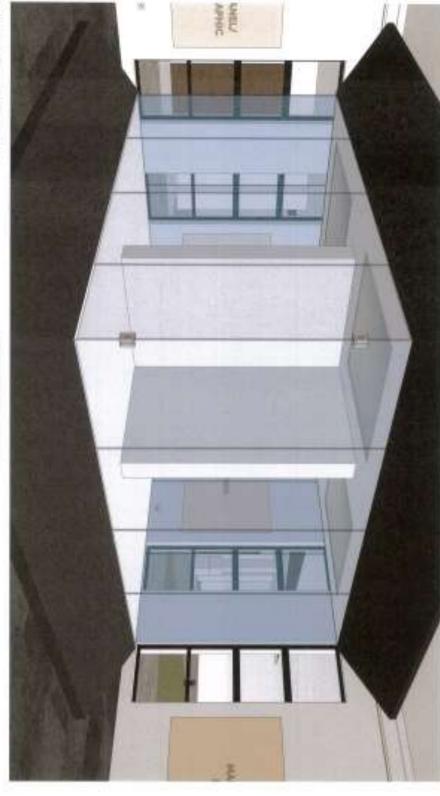
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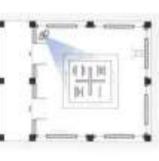
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FABRICATION, PRINTING, INSTALLATION, TRANSPORT, AND DELIVERY OF SUPPLIES, MATERIALS, EQUIPMENT UNITS, AND MUSEUM COLLECTIONS FOR VARIOUS EXHIBITIONS AT THE NMP WESTERN-SOUTHERN MINDANAO REGIONAL MUSEUM AND SATELLITE OFFICE IN FORT PILAR, ZAMBOANGA CITY

TERMS OF REFERENCE

LOCATION: NMP Western-Southern Mindanao Regional Museum and Satellite Office in Fort Pilar, Zamboanga City

IMPLEMENTING UNIT: Exhibition, Editorial and Media Production Services Division (EEMPSD) **DESCRIPTION:** The National Museum of the Philippines (NMP) is committed to provide the public with new exhibitions in the regional museums this FY 2023. For the last quarter of this year, the NMP targets to launch two galleries and to refurbish/repair/maintain various displays in NMP Western-Southern Mindanao Regional Museum and Satellite Office (WSMRMSO) in Fort Pilar, Zamboanga City.

Over the years, new exhibitions were installed in Structures 1, 3, and 4 of NMP WSMRM. As of September 2023, there are two vacant areas in Structure 4, the left wing at the ground floor and right wing at the second floor.

The "Southern Philippines: Portal and Nexus of Trade, Barter and Exchange" exhibition is proposed to be installed at the ground floor. It was previously displayed in NMP Zamboanga but was dismantled in December 2014 to prevent damage in the collection and to repair the damaged roofing due to pest infestation. It will be re-installed in the first quarter of 2024 with updated exhibition design, objects, and texts to highlight the vital role of Mindanao, particularly Zamboanga, as a nexus of commercial exchanges connecting a wide region through established maritime trading routes.

The photo exhibition of Mr. Paul Quiambao, entitled, "Tabawan: The Island of Pre-Islamic Rituals and Indigenous Practices in Tawi-Tawi" will be installed at the second floor. It previously displayed 57 photographs at the National Museum of Anthropology (NMA) in Manila from May 2021 to January 2022. The photos were categorized into seven (7) sections, with each one representing a ritual practiced by the Sama-Tabawan for each rite of passage they experience in life. Based on the Memorandum of Agreement (MOA) between the National Museum of the Philippines and Mr. Quiambao, the 57 photos were already donated to the NMP WSMRM.

In addition to the fabrication of the two exhibition, this project includes supply and delivery of supplies and materials for the repair and maintenance of other galleries in NMP Zamboanga.

OBJECTIVE: This project mainly aims to improve facilities at NMP WSMRMSO by providing quality outdoor and indoor exhibitions and installing required fit-outs that will allow full operations of its office, facilities, and galleries. Opening and extending museum services to the public will allow the NMP Zamboanga to become part of region's rich cultural and heritage landscape and thus contribute to the region's education, tourism, and leisure assets. The project is also expected to significantly increase the viewership of the whole NMP network. This project targets to launch all three exhibitions and various displays in the first quarter of FY 2024.

XII. Scope of Work

- 15. Mobilization, demobilization, and provision of temporary workshop facilities and security at the site;
- 16. Project management and supervision during the actual fabrication and installation;
- 17. Purchase and delivery of all fabrication and installation materials needed in the project;
- 18. Fabrication and installation of exhibition display systems which include showcases or cabinets (vitrines), raised platforms or pedestals, and wall panels as per the approved detailed plans/drawings and technical specifications that form part of this document;
- 19. Provision of skilled laborers, tools, equipment units, and necessary materials for the production of mounting kits for the exhibition; and
- 20. Polishing/painting, fineries, and completion of all punch list work items for the turnover of the project.

XIII. Gallery improvement/interior fit-out

11. Showcases/vitrine

The gallery showcases and other display systems under this project need to be stable, sturdy, secure, and appropriately equipped with micro-climate devices and must be carried out in consultation with the conservation management team. The showcase/vitrines are glass-enclosed display cabinets with a contained space that isolates the inner environment from the outer environment and protects the collections/museum objects against pollutants, inclement weather, and fluctuating temperature and humidity levels. It should provide accessible space for desiccants or absorbents. The showcases/vitrines should have easy access to maintain the objects on display, replace captions and busted LED lights, and clean the glass case's interior part.

Other components of the display system are the pedestals or raised platforms that shall be used to mount associated collections/museum objects to be displayed. It also includes upright panels for the educational print media component placed inside the showcases or on the walls, as indicated in the drawings.

The quality of workmanship to complete the work on these undertakings shall follow the highest standard of craftsmanship and professionalism.

12. Material specification and quality take-off

Any wood or composite materials used in the fabrication must undergo fumigation and chemical treatment to ensure durability and resistance against termites, wood borers, and fungi.

13. Glazing works for micro-climate vitrines

Display cases must provide anti-glare or equivalent tempered clear glass panels to reduce light and harmful ultraviolet rays that can damage the integrity of the textiles and other objects on display. This will also reduce reflection and glare and achieve maximum transparency for museum visitors' focus on the objects.

14. Electrical and lighting works

Light fittings must have a circuit breaker switch and UV-filtered lamp to protect the objects on display from direct heat. Lighting requirements for the showcases/vitrines should be fitted in a separate vented box at the top of the vitrines with a protective phenolic board roof to mitigate dust from falling onto the exhibition objects.

- 5. Rough-in, conduits, and wiring devices
- 6. Supply and installation of LED Lighting Fixtures, warm white

15. Painting and polishing works

A week or two should be allotted for the paint's ventilation and drying out before the objects' installation and other exhibition collateral. Paints must be a water-based emulsion, matte finish, odorless, and applied with at least three layers.

XIV. Object display systems

Display mounts/fittings must have overlay Mylar sheets or other acid-free mounting board/paper to avoid direct contact with the museum objects and allow for easy access for future maintenance of displays. Rubber tubes covered with fabric must be provided for the textile hangers and holders, while fabric wrap finish and polyurethane foams must be used on the fabricated rise boxes/plinths.

3. Supply of Mylar sheets, foam padding, Katrina cloth, bolsters, acid-free mounting board/paper, glassine, and kraft paper.

XV. Printing, Fabrication, and Installation of Print and other Media Components

Required graphic and visual materials, and print components of the exhibitions must be provided by the contractor, such as, but not limited to:

- 15. Backlit title panels
- 16. Outdoor title banner with graphics
- 17. Print on sticker mounted on sintra or print on sintra, matte finish
 - h. Exhibition text panels with graphics
 - i. Extended texts
 - j. Captions/labels
 - k. Maps
 - I. Illustrations
 - m. Photographs
 - n. Acknowledgments
- 18. Print on sticker mounted on acrylic
 - c. "Do not touch museum objects"
 - d. "Do not step on the pedestal"

XVI. Transshipment Fees and Insurance

Shipment of collections, supplies, and other materials from Manila to Zamboanga City including insurance coverage of collections and packaging materials, must be provided by the contractor.

XVII. Collections Management and Maintenance Supplies

Materials needed to ensure the maintenance of the objects in the exhibit shall be provided by the contractor, such as, but not limited to:

Item Description	Quantity	Unit
Mylar sheet	3	roll
Glassine	6	ream
Acid-free brown kraft paper (48in x 40in; 80 gsm)	2	roll
Silica gel desiccant packets (200-250 grams per packet)	50	packet
Glue tack	10	pack
Double-sided tape (1in thick)	5	piece
Double-sided foam tape (1in thick)	5	piece
Acid-free foam board with one-side adhesive (5mm thick, 4ft x	5	piece
8ft)		
Heat shrink tube (530 pieces, 5 colors, 1.0mm, 2.0mm, 3.0mm,	1	set
4.0mm, 6.0mm, 8.0mm, 10.0mm, 14.0mm diameter)		
Bolster/pool noodles	5	piece
Fiberfill polyester (1in, 40m)	1	roll
Katrina cloth (60in; white and cream)	45	yard
Nitrile gloves	10	box
Bubble wrap	2	roll
Kraft honey-comb paper packaging / cushioning	1	roll
Corrugated board brown pads packaging	5	bundle

XVIII. Supplies and Materials for Gallery Repair and Maintenance

The contractor must provide supplies and materials for the repair and maintenance of the galleries in NMP Zamboanga:

Item Description	Quantity	Unit
Polituff with Hardener Putty	10.00	liter
Flat Latex Paint(White)	1.00	tin
Semi-gloss Latex paint(White)	1.00	tin
Assorted Acri-color paint	2.00	ltr
Premix Compound, 28kg	1.00	can
Lacquer Thinner	10.00	gals
#80 Floor Sanding Paper	10.00	mtr
9" Roller Brush Cotton	2.00	pcs
4" Baby Roller Brush Cotton 4"	2.00	pcs
Consumables (Includes masking tape, rugs, brush, & etc)	1.00	lot

XIX. Purchase of exhibition object/s

The contractor, in coordination with the Ethnology Division of the National Museum of the Philippines, shall purchase additional exhibition objects, such as, but not limited to:

Object/specimen	Quantity	Unit
Malong/sarong (batik)	4	pcs
Batik clothes	5	Pcs (assorted for men and women; children and adult)
Batik bags and wallets	6	Pcs (assorted)
Noodles (Maggi Kari etc.)	4	packs (assorted)
Chocolates	6	packs (assorted)
Milk tea	3	packs (assorted)
Biscuits	4	packs (assorted)
Coffee	4	packs (assorted)
Palm sugar	3	packs (ssorted)
Palm oil	3	bottle (assorted)
Cigarettes from Indonesia	5	packs (assorted)
Model boats	1	lot

Food items and cigarettes may be replicated or preserved in epoxy resin art.

XX. Translation of exhibition texts into local language

Provision for translation of exhibition texts to a local language to be coordinated with the Ethnology Division of the National Museum of the Philippines and partners in Zamboanga City.

XXI. Scientific, Technical, ICT, and Audio-Visual Equipment Units

- a. Six (6) air dehumidifiers; 4.6L tank capacity, 20L per 24h & up to 70m2/175m3 room size
- b. Six (6) digital data loggers, bluetooth capable, w/ easy-view LCD display, w/ internal 12-bit temperature sensor
- c. One (1) vacuum cleaner; manual, wet/dry, 9.5L, with canister, and HEPA and sponge filter
- d. Two (2) television monitors, 43 inches, flat, Full HD TV, USB, HDMI compatible

XXII. Ocular Inspection

An ocular inspection must be conducted by the contractor before the implementation of the project and submit a facility report to the end user which includes the general physical dimension and description of the gallery, as built plan, and photographs.

SUBMITTALS: Delivery Receipt and Detailed Report of Completion

SOURCE OF FUND: The budget is available and shall be chargeable against the locally funded project Exhibitions and Fit-Out of Various national Museum of the Philippines – Central and Regional Sites.

APPROVED BUDGET FOR CONTRACT: Five Million Pesos (Php 5,000,000.00).

DELIVERY OF MATERIALS AND PROJECT IMPLEMENTATION: All materials shall be delivered to NMP Central Office and at the project site in good quality and condition and follow the above-stated specifications and the approved plans and drawings accordingly. The delivery of items and project implementation in NMP Western-Southern Mindanao Regional Museum in Zamboanga City must be completed within 90 days after the acceptance of the Notice to Proceed and should be stipulated in the contractor's commitment to the contract to the NMP.

TERMS OF PAYMENT: The Contractor shall be paid in tranches upon submission of detailed accomplishment reports to the agency following the schedule below:

- 30% of the contract price upon delivery of supplies, materials, equipment units, and museum collections;
- 30% of the contract price upon completion of fabrication of vitrines, showcases, pedestals, platforms, and other display systems as well as printing and production of visual and media components of the exhibition; and
- 30% of the contract price upon completion of installation of print materials and museum objects and final inspection.
- 10% of the contract price as retention money, to be paid one year after the project's completion.

The contractor shall in no way suspend the completion of work while the processing of payment by the agency is in progress.

WARRANTY: There should be a warranty valid for one (1) year from the completed fabrication and installation of the exhibition. This includes reprinting; repainting; and repairing/replacing damaged showcases/vitrines, platforms, and glass panels. This also includes the replacement of busted LED lights and track lights as well as scientific, technical, ICT, and audio-visual equipment units. A condition report and incident report will be submitted to the contractor with photographs to support the claim.

CONTRACTOR'S ELIGIBILITY:

The bidder must be able to comply with the requirements, terms, and conditions set by the NMP Bids and Awards Committee, as well as the following qualifications and requirements to bid:

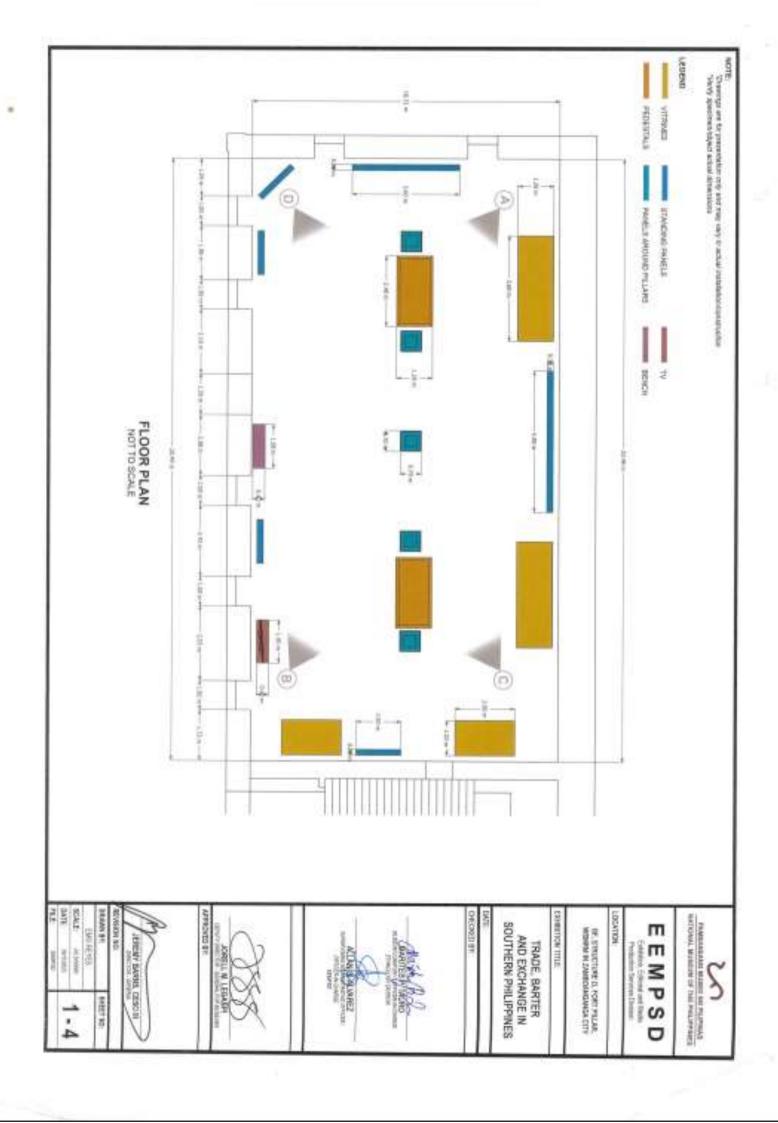
- 17. A minimum of five (5) years of experience in the fabrication and installation of cultural properties and/or ethnographic collection;
- 18. A qualified and competent in-house fabricator or designer with at least three (3) years of professional experience and/or heritage collection management;
- 19. Submit a list of staff and their qualifications which shall be in charge of the execution and maintenance of the works as well as precautionary measures and general housekeeping for the safety of all the persons engaged in the project during the course of the contract works;
- 20. A very satisfactory evaluation from three (3) government agencies or private institutions for implementing a similar project in the past five (5) years;
- 21. Submit three (3) samples of finished fabrication or installation work for the past five (5) years;
- 22. Provide a video walkthrough of the fabrication and installation of the display systems for the project, including the color swatches for the paintings and polishing works;
- 23. Provide a printing station onsite for texts and graphic panels, captions, etc.; and
- 24. Submit a proposed schedule of activities.

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, 2024,** 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 that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.



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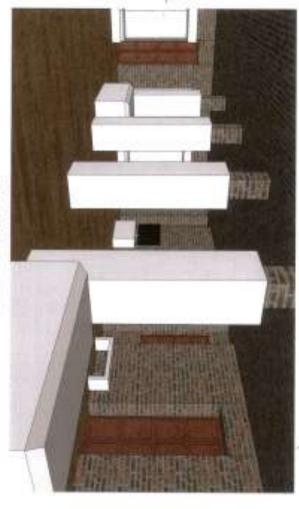
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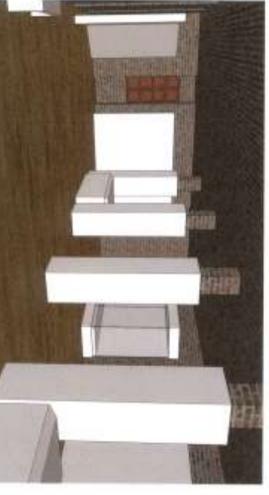
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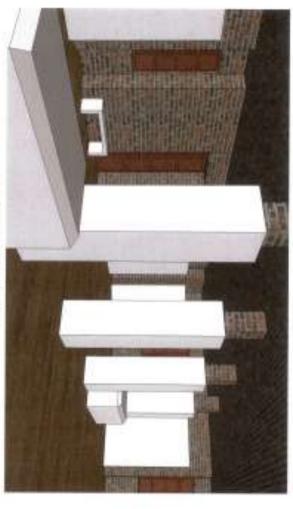
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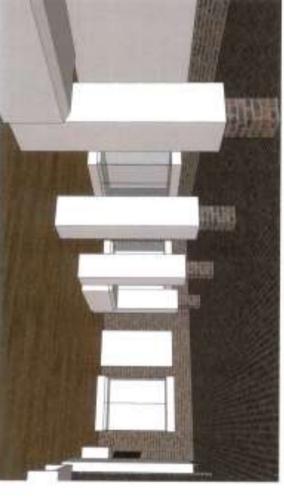
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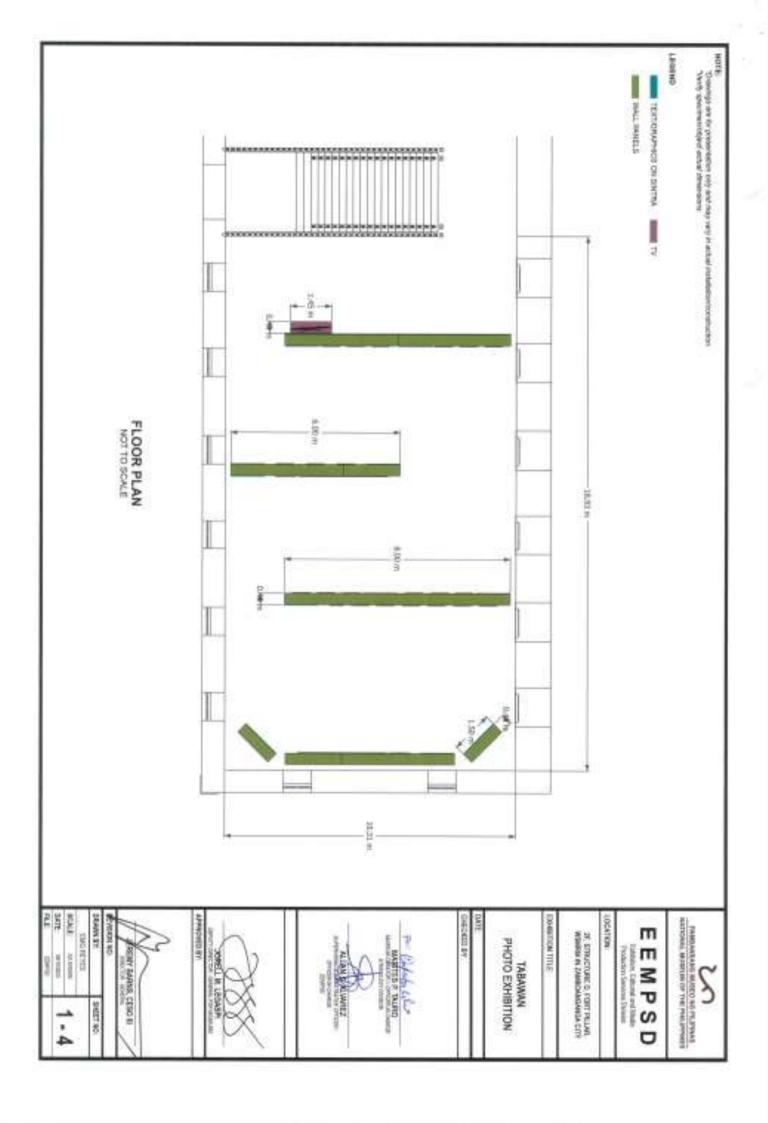
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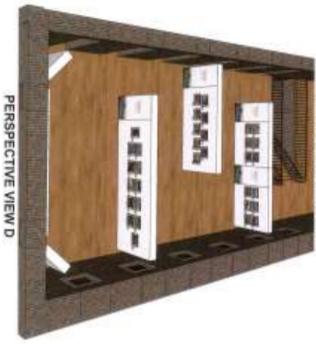
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