

SUPPLEMENTAL BID BULLETIN

**Republic of the Philippines
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, 1307 Pasay City
BIDS AND AWARDS COMMITTEE (BAC)**

March 20, 2024

**TWO (2) YEAR CONTRACT FOR THE OPERATION AND MAINTENANCE OF PICC
AUDIO-VISUAL EQUIPMENT AND ITS ACCESSORIES**

ADDENDUM NO. 01

This Addendum is issued to amend/revise certain provisions of the Bid Documents for the above-captioned procurement. Said amendments are as follows:

- I. Section I-Invitation to Bid has been revised to read as:
- Title: **Invitation to Bid for the Two (2) Year Contract for the Operation and Maintenance of PICC Audio Visual Equipment and its Accessories**
 - **Item 1-** *The Philippine International Convention Center (PICC), through the Approved Budget for CY 2024, and Multi Year Contracting Authority (MYCA), intends to apply the sum of SIX MILLION ONE THOUSAND PESOS (Php6,001,000.00), VAT Inclusive, being the Approved Budget for the Contract (ABC) to payments under the contract for the Two (2) Year Contract for the Operation and Maintenance of PICC Audio Visual Equipment and its Accessories (PICC APP2024-MC-130). Bids received in excess of ABC shall be automatically rejected at bid opening.*

Below is the schedule of the total approved budget allocation for the Multi-Year project under the PICC Approved CY 2024 MYCA:

Year	Amount (PhP)
May 1, 2024 to December 31, 2024	2,000,333.33
January 1, 2025 to December 31, 2025	3,000,500.00
January 1, 2026 to	1,000,166.67

April 30, 2026	
Total Project Cost	6,001,000.00

II. Section III- Bid Data Sheet has been revised to read as follows:

- ITB Clause 5
 - Items f to i have been deleted and transferred to Section VII **(Contractor's Obligations- Technical Specifications)**.
- ITB Clause 5.3
 - For this purpose, similar contract shall refer to operation and maintenance of audio visual equipment/system and its accessories.

The Bidder must have completed within the last **ten (10)** years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.

III. Section VII- Technical Specifications have been revised to read as follows:

- I. SPECIFIC WORKS:
- **II. CONTRACTOR'S OBLIGATIONS:**
 1. Must have an established office and repair shop complete with office/shop equipment and personnel;
 2. Must have highly skilled technical personnel on audio visual equipment;
 3. Must have no outstanding obligation, or delayed after-sales service during the warranty period to PICC; and
 4. Must have no delayed project delivery/completion, or unsatisfactory project performance and/or after-sales service during the warranty period at PICC for the past two (2) years.
- II. CONDITIONS
 - **4.** The Contractor shall assign a senior company officer to PICC for the duration of international event, specifically when foreign dignitaries/**heads of state**
 - **23.** In case a new Contractor was chosen for this contract, the incumbent Contractor agrees to extend its personnel for fifteen (15) days maximum, without additional cost to PICC for the proper turn-over of the equipment. Also, the new Contractor agrees to field **in hand** over staff fifteen (15) days before the start of the contract without cost to PICC.

- III. OBSERVANCE OF LABOR LAWS AND LIABILITY FOR DAMAGES
- IV WITHHOLDING TAX

IV. Section VIII-Checklist of Technical and Financial Documents has been changed to read as:

- I. TECHNICAL COMPONENT ENVELOPE
 - Legal Documents
 - (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; If any of the documents in Annex "A" **has** expired, the updated document shall be submitted during post-qualification;

The corrected copies are attached. Bidders are advised to replace their original copies with the corrected copies.

For guidance and information of all concerned.


MELPIN A. GONZAGA
Chairman

Received by:

(Signature over printed name)
Telephone/Fax No. _____
Date: _____
Name of Company: _____



BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Two (2) Year Contract for the Operation and Maintenance of PICC Audio Visual Equipment and its Accessories

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2024, and Multi Year Contracting Authority (MYCA)*, intends to apply the sum of **SIX MILLION ONE THOUSAND PESOS (Php6,001,000.00), VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Two (2) Year Contract for the Operation and Maintenance of PICC Audio Visual Equipment and its Accessories (PICC APP2024-MC-130)**. Bids received in excess of ABC shall be automatically rejected at bid opening.

Below is the schedule of the total approved budget allocation for the Multi-Year project under the PICC Approved CY 2024 MYCA:

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Total Project Cost	6,001,000.00

2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting March 11, 2024 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of Seven Thousand Pesos (Php7,000.00)*. A bidder shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt*.

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; e. Must be engaged in the business of supply, operation and maintenance and/or installation of audio video equipment and audio video equipment rentals for not less than ten (10) years;
5.3	<p>For this purpose, similar contract shall refer to operation and maintenance of audio visual equipment/system and its accessories.</p> <p>The Bidder must have completed within the last <i>ten (10)</i> years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
8	The PICC will hold a pre-bid conference on March 19, 2024 at 10:00 a.m.
12	Not applicable
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. In the amount of not less than ₱120,020.00, or Cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. Surety Bond in the amount of not less than ₱300,050.00,
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p>

- k. Test equipment through playback via laptop or any type of audio player
- l. Check cable connections.
- m. Testing of in-house speakers.

2.3 Semi-annual Preventive maintenance (every six months) – General cleaning and testing of audio equipment.

- a. Pull-out rack mounted equipment, open the casing and visually inspected the electronic parts for any sign of trouble.
- b. Cleaning of moving audio head of tape deck player/recorder.
- c. Check belt tension and condition, if any.
- d. Cleaning of other moving parts.
- e. Cleaning of video head of video equipment.
- f. Check belt tension and condition, if any.
- g. Check volume control.
- h. Check and clean all connections.
- i. Cleaning of equipment casing.
- j. Test the equipment after cleaning.
- k. Test inputs through microphone.
- l. Test equipment through playback via laptop or any type of audio player
- m. Check cable connections.

2.4 Submit on monthly basis all reports in operation and preventive maintenance activities.

II. CONTRACTOR'S OBLIGATIONS:

1. *Must have an established office and repair shop complete with office/shop equipment and personnel;*
2. *Must have highly skilled technical personnel on audio visual equipment;*
3. *Must have no outstanding obligation, or delayed after-sales service during the warranty period to PICC; and*
4. *Must have no delayed project delivery/completion, or unsatisfactory project performance and/or after-sales service during the warranty period at PICC for the past two (2) years.*
5. *Must have no delayed project delivery/completion, or unsatisfactory project performance and/or after-sales service during the warranty period at PICC for the past two (2) years.*

III. CONDITIONS

1. The Contractor shall post a performance bond in favor of PICC. Said security shall be equivalent to five percent (5%) of total contract price if in the form of cash, cashier's check or manager's check or thirty percent (30%) of total contract price if in the form of surety bond (callable upon demand) issued by any reputable surety or insurance company and authorized by the Office of the Insurance Commission to issue such surety. Said performance security will be forfeited by PICC as payment for any damage/s done as a

result of poor workmanship of the Contractor and will be released only after final work acceptance by PICC.

2. The Contractor shall provide the following personnel:

One (1) Supervisor who shall possess at least ten (10) years-experience in similar field, qualified to manage the maintenance team needed by the PICC and its client.

Seven (7) competent electronic and audio-video technicians, graduate of any Vocational course or at least college undergraduate and with at least three (3) work years-experience in audio-visual industry, qualified to operate, service and maintain all electronic and audio-visual system, owned or installed/or to be installed in PICC.

NOTE:

The Supervisor shall be responsible in assigning one (1) person within the group to render administrative support to the team and shall be responsible for technical coordination with the users for the audio-visual system of the Center.

3. The Contractor shall provide additional technicians with the same qualification as enumerated above in the event that a simultaneous events/meetings will be held in PICC. The rate of additional technician/s regardless if it is on Regular Days, Sundays, Holidays and beyond regular office hours would be Eight Hundred Fifty Pesos (P850.00) per day per technician inclusive of overtime.
4. The Contractor shall assign a senior company officer to PICC for the duration of international event, specifically when foreign dignitaries/*head of state*.
5. The Contractor shall maintain an operating staff at PICC six (6) days a week with regular office hours of eight (8) hours a day. A one day-off per week shall be observed but when events are scheduled on a Sunday, Technicians concerned shall be assigned a day-off on any day of the week so as to ensure that they render regular duties on the particular Sunday when event/s are to be held.
6. Payments for overtime work rendered during Sundays and Holidays, including extension duty not covered by the Contractors personnel regular working hours shall be in the account of the Contractor.
7. The Contractor shall guarantee PICC a one hundred percent (100%) working system at all times and see to it that all audio visual equipment system is working on maximum efficiency during operation. In the event that a breakdown of any equipment/system occurs, the Contractor shall repair the equipment/system immediately as soon as replacement parts are available, or provide a service unit at no additional cost to PICC.

16. The Contractor shall ensure that the Supervisor shall oversee all major events as indicated in the Center's schedule of events and/or memorandum of requirements.
17. The Contractor shall ensure the presence of the Supervisor in all technical meetings called upon by PICC. In his absence, the Senior Technician shall attend.
18. The Contractor shall provide PICC at the start of the operating year a detailed maintenance program for all the Audio-Visual Equipment/Systems.
19. The Contractor shall provide PICC with an equipment and maintenance report scheduled for the month on a monthly basis, specifying therein the status and location of the equipment. Should there be defective items, the cause and extent of damage, the parts needed and necessary recommendation shall be submitted to PICC.
20. Should any equipment be damaged due to Contractor's fault or negligence, it shall be repaired or replaced by the Contractor.
21. The Contractor, with its experience in the field of Audio-Visual Electronic System shall provide PICC with relevant information on the latest line of Audio-Visual Equipment befitting an International Convention Center.
22. The Contractor shall make available under this contract the full facilities of its electronic laboratories, together with its test equipment instrument calibration system either on-site or at its own repair shop.
23. In case a new Contractor was chosen for this contract, the incumbent Contractor agrees to extend its personnel for fifteen (15) days maximum, without additional cost to PICC for the proper turn-over of the equipment. Also, the new Contractor agrees to field *in hand* over staff fifteen (15) days before the start of the contract without cost to PICC.
24. Contractor(s) with on-going projects at PICC may participate in the bidding provided however that such Contractor has no delay or negative slippage in its approved construction schedule delivery of services and equipment. Provided further that said Contractor has no "UNSATISFACTORY" rating in the implementation of its project at PICC.
25. The Contractor, before the start of work, shall submit to PICC Electrical Services the police or NBI clearance of the personnel that shall be assigned to PICC. Personnel without valid clearance shall not be allowed to work inside PICC premises.
26. The Contractor and its personnel and representatives when inside PICC premises shall comply with and submit themselves to the PICC' policies, procedures, rules and regulation concerning security, safety, coordination system, materials and parts issuance, etc.
27. The Contractor shall not transfer or assign its rights and obligation under these services without prior written consent of the PICC.

28. The Contractor should free the PICC and its personnel from and against all liabilities arising from injuries or liabilities to persons or damage to property occasioned by any act or omission by the Contractor.

IV. OBSERVANCE OF LABOR LAWS AND LIABILITY FOR DAMAGES

The CONTRACTOR shall obtain all required permits and comply with the provisions of all existing labor laws, Workmen's Compensation Act, and other laws, rules and regulations governing employment of labor and workmen, and in case of death or accident, the CONTRACTOR shall relieve the PICC from any and all claims and responsibilities whatsoever in this regard.

The CONTRACTOR shall be liable for any acts by its personnel under its employ by virtue of this Contract resulting in the loss of, or damage to property of the PICC or to the person or property any third person.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is expressly and clearly understood and agreed that the PICC is not the employer of the CONTRACTOR's workers or employees. Nothing herein shall be construed as establishing an employer-employee relationship between the PICC and the CONTRACTOR, and that the CONTRACTOR shall at all times be personally and directly responsible for the men under its employ.

PERSONNEL

1. The CONTRACTOR shall submit a list of eight (8) personnel for the approval of the PICC authorized representative. All personnel to be assigned in PICC should be physically and mentally fit.
2. CONTRACTOR's employees shall at all times be in proper and clean uniforms. For purposes of identification, only one type of uniform and color scheme shall be adopted. The CONTRACTOR at its expense shall provide the uniforms.

V. WITHHOLDING TAX:

The PICC shall withhold and deduct the corresponding tax from the amount shown in the awardees invoice subject to the provision of applicable laws and/or obligation.

STATEMENT OF COMPLIANCE

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Note:

Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR. If any of the documents in Annex "A" has expired, the updated document shall be submitted during post-qualification;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Annex "A"**); **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 (**Section "B"**); **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 (**Annex C"**); **and**
- (e) Conformity with the Technical Specifications (**Section VII**- signed on each and every page), which includes production/delivery schedule, manpower requirements, and/or after-sales/parts (**Section VI**), if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder (**Annex "D"**).

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**Annex "E"**) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form;

Other documentary requirements under RA No. 9184 (as applicable)

- (j) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.