

## **BIDS AND AWARDS COMMITTEE**

### **SECTION I - INVITATION TO RE-BID**

#### **ONE (1) - YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER**

The Philippine International Convention Center (PICC), through its Approved Budget for CY 2018, intends to apply the sum of **EIGHT HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE PESOS AND FIFTY-SEVEN CENTAVOS (P854,563.57)**, being the Approved Budget for the Contract (ABC) of the aforesaid requirement.

The PICC now invites bids for the procurement of the abovementioned requirement. Contract duration shall be one (1) year. Bidders should have completed within the last five (5) years from the date of submission and receipt of bids, a contract similar to the project, whose value must be at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II – Instruction to Bidders. Bids received in excess of the ABC shall be automatically rejected at bid opening.

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 (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is open to all interested bidders, subject to the conditions for eligibility as provided in the RIRR of RA 9184. Interested bidders may obtain further information from the PICC-BAC and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bid Documents may be acquired by interested Bidders from November 23, 2018 to 10:00 a.m. of December 6, 2018, at the address stated below, upon payment in cash of a non-refundable fee, pursuant to the latest guidelines issued by the GPPB, in the amount of NINE HUNDRED PESOS (P900.00). It may also be downloaded, free of charge, from the website of the Philippine Government Electronic Procurement System (Phil-GEPS) and PICC website, provided that participating Bidders shall pay the applicable fee for the Bidding Documents.

Bids must be duly received by the BAC Secretariat, at the address specified below, on or before **10:00 a.m. of December 6, 2018**. Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **December 6, 2018, at 10:00 a.m.** at the PICC BAC Conference Room, Ground Floor, Delegation Building, PICC. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.

In case the deadline for the submission of Bid Documents and the bid opening fall on a non-working day, legal holiday or special non-working holiday, the activity involved shall be moved to 2:00 p.m. of the next working day.

The PICC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to its award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:  
BIDS AND AWARDS COMMITTEE (BAC)  
PHILIPPINE INTERNATIONAL CONVENTION CENTER  
PICC Complex, Pasay City 1307  
7894758, 7894759, and 7894760  
Telefax No. 7894761

  
**MELPIN A. GONZAGA**  
Chairman

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

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

# Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b>PHILIPPINE INTERNATIONAL CONVENTION CENTER (PICC)</b>
1.7	The lot(s) and reference is/are:  <b>ONE (1) - YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER (Re-bid)</b>
2	The Funding Source is: <b>PICC APPROVED BUDGET FOR CY 2018</b>
3.1	No further instructions.
5.1.1	<p><b>Eligible Bidders</b></p> <p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> <li>a. Duly licensed Filipino citizens/sole proprietorships;</li> <li>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;</li> <li>c. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines; and</li> <li>d. Cooperative duly organized under the laws of the Philippines, and of which at least sixty percent (60%) interest belongs to citizens of the Philippines.</li> </ul>
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within the last five (5) years a single contract, that is similar to this project the amount of which shall be at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contract shall refer to specialized /intensive termite treatment and colony elimination system services</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

10.1	<p>The Procuring Entity's address is:</p> <p><b>Philippine International Convention Center PICC Complex, 1307 Pasay City</b></p> <p><b>BAC Secretariat Tel. No. 7894759; Telefax: 7894761</b></p>
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within the last five (5) years prior to the deadline for submission and receipt of bids. The SLCC shall be supported with certified photocopy of its Contract and Certificate of Completion and Acceptance or Official Receipt /Sales Invoice issued for the contract.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The Total <b>ABC is EIGHT HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE PESOS AND FIFTY-SEVEN CENTAVOS (P854,563.57), VAT Inclusive</b></p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	<p><b>Bid Currencies</b></p> <p>The bid prices shall be quoted in Philippine Pesos.</p>
16.3	Payment shall be made in Philippine Pesos.
17.1	<p><b>Bid Validity Period</b></p> <p>Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.</p>
18.1	<p>The bid security shall be;</p> <ul style="list-style-type: none"> <li>• Notarized Bid Securing Declaration; or</li> <li>• Cash or Cashier's/Manager's check (confirmed by universal or commercial bank), in an amount equivalent to 2% of the ABC; or</li> <li>• Bank draft/guarantee issued by a Universal or Commercial Bank in the amount of 2% of the ABC; or</li> </ul> <p>Surety Bond, callable upon demand and issued by a surety or insurance company in the amount of not less than 5% of the ABC, with attached certification issued by the Office of the Insurance</p>

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	Commission that said insurance company is authorized to issue such security;
18.2	The bid security shall be valid one hundred twenty (120) calendar days from the date of opening of bids.
20.3	Each Bidder shall submit One (1) original copy and two (2) duplicate copies of the Eligibility documents and the Financial Bid Proposal signed by the bidder and/or the authorized representative.
21	The address for submission of bids is: <b>PICC-Bids and Awards Committee (BAC) Secretariat Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</b>  The deadline for submission of bids is December 6, 2018 at 10:00 a.m.
24.1	The place of bid opening is: <b>BAC CONFERENCE ROOM Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</b>  The date and time of bid opening is December 6, 2018 at 10:00 a.m.  In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bids are not allowed.
28.4	No further instructions.
29.2	<b>Post-Qualification</b>  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 LCB, the Bidder shall submit the following documentary requirements:  <ul style="list-style-type: none"> <li>a. Certified photocopy of the CY 2017 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</li> <li>b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative;</li> <li>c. Company Profile showing the following; <ul style="list-style-type: none"> <li>- That the company/agency is in the business of Specialized/Intensive Termite Treatment and Elimination System Services specifically dealing with the baiting program/system of termite colony elimination for at least five (5) years;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- Certificate of Membership of good standing of the Pest Control Association of the Philippines (PCAP) and/or Philippine Federation of Pest Management Operators Association (PFPMOA);</li> <li>- That the company/agency is run by experienced Entomologist or Pest Exterminators / Pest Control Operators-provide resume of Entomologists or Pest Exterminators/Pest Control Operators including License Certificate;</li> <li>- Resume of Supervisor/Inspector, who will be deployed at the Center, if awarded the contract, at least a college graduate and must have at least five (5) years-experience as Supervisor of Specialized/Intensive Termite Treatment and Elimination System Services; and</li> <li>- Resume of technicians, who will be deployed at the Center, if awarded the contract, must at least be high school graduates and have at least three (3) years-experience as technicians of Specialized/Intensive Termite Treatment and Elimination System Services;</li> </ul> <p>d. Proposed Intensive Termite Treatment and Elimination System program for PICC;</p> <p>e. Proof of ownership or Lease Contract of (owned or leased) infrared camera and any two (2) of the following equipment:</p> <ul style="list-style-type: none"> <li>- Borescope</li> <li>- Moisture meter</li> <li>- Acoustic Scanner</li> </ul> <p>f. Certificate of Ocular Inspection issued by the Facilities and Property Division; and</p> <p>g. Certificate of Satisfactory Completion &amp; Acceptance of previous PICC projects undertaken within the last five (5) years, if any.</p> <p>Failure of the bidder with the lowest calculated bid to submit the above requirements, or a finding against the veracity of such requirements shall be ground for forfeiture of the bid security and disqualification of the bidder for award.</p>
32.4(f)	No additional requirement.

*Handwritten initials/signature*



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

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is  <b>PICC APPROVED BUDGET FOR CY 2018</b>
1.1(k)	The Project Site is <i>PICC, PICC Complex, 1307 Pasay City</i>
2.1	No further instructions.
5.1	The PICC's address for Notices is:  <b>PICC-Bids and Awards Committee PICC Complex, 1307 Pasay City</b>
6.2	The Contractor is required to provide all of the following services, including additional services, if any, specified in Section VII – Technical Specifications:  For purposes of this Clause the Authorized Representative of PICC is Mr. Glenn L. Pelonio, Asst. Director, FPD.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	<p><b>PAYMENT</b></p> <p>The <b>PICC</b> shall pay the <b>CONTRACTOR</b> upon presentation of the bill in duplicate, supported with a certification under oath that the latter has performed the regular pest control and extermination services as required by the former for the particular month and the job orders for each and every scheduled treatment thereat.</p> <p>35% - Payment shall be processed within seven (7) calendar days from the delivery of the following services;</p> <ol style="list-style-type: none"> <li>i. Conduct of a thorough survey and inspection of the entire area to pinpoint termite colonies and infestations through the use of an infrared camera and any two (2) of the following equipment: <ul style="list-style-type: none"> <li>• Borescope</li> <li>• Moisture meter</li> <li>• Acoustic Scanner</li> </ul> </li> <li>ii. Completion of the reinstallation/replacement of stations where needed;</li> <li>iii. Completion of installation of above-ground feeding stations in all areas inside the building;</li> </ol> <p>The above payment must be supported/substantiated with the following:</p> <ol style="list-style-type: none"> <li>a. CONTRACTOR's Billing Statement/Statement of Account</li> </ol>

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	<ul style="list-style-type: none"> <li>b. PICC's Job Orders</li> <li>c. Monitoring Reports</li> <li>d. Summary of Accomplishments</li> <li>e. Certified photocopy of Notice to Proceed</li> <li>f. Certified photocopy of the Notice of Award</li> <li>g. Certified photocopy of notarized Contract between PICC and CONTRACTOR;</li> <li>h. Performance Security;</li> <li>i. Certification from FPD representative that no infraction of violations were committed by CONTRACTOR for the month covered by the billing period</li> </ul> <p>65% - The remaining 65% of the contract price shall be made in twelve (12) equal monthly payments after the delivery of the following services:</p> <ul style="list-style-type: none"> <li>i. Monitoring of all stations from the date of installation following the schedule/s shown hereunder: <ul style="list-style-type: none"> <li>&gt; Preventive Check - 21 to 28 days</li> <li>&gt; Bait Installation - if feeding on the monitoring device/s is /are noticed, install/put termite bait and monitor every 7 to 11 days until the colony is eliminated, every 14 to 18 days for above-ground until the colony is eliminated</li> <li>&gt; Monitoring every 30-45 days</li> </ul> </li> <li>ii. Reinstallation of another set of monitoring device on the in-ground stations successfully treated, if any.</li> <li>iii. Destruction/treating of termite mounds/garden termites, if any.</li> <li>iv. Submissions of reports after each monitoring schedules regarding the following: <ul style="list-style-type: none"> <li>Conditions of each stations;</li> <li>new or increased termite activity noted in any of the station;</li> <li>addition or removal of termite bait;</li> <li>observed effect on termite activity; and</li> <li>termite mounds/garden termites treated, if any.</li> </ul> </li> </ul> <p>The monthly billing statement must be supported/substantiated with the following:</p> <ul style="list-style-type: none"> <li>a. CONTRACTOR's Billing Statement/Statement of Account</li> <li>b. PICC's Job Orders</li> <li>c. Monitoring Reports</li> <li>d. Summary of Accomplishments</li> <li>e. Certification from FPD representative that no infraction of violations were committed by CONTRACTOR for the month covered by the billing period.</li> </ul>
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13.4(c)	<p><b>Performance Security</b></p> <p>Within seven (7) calendar days from receipt of the Notice of Award, 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 following forms:</p> <table border="1" data-bbox="437 448 1350 965"> <thead> <tr> <th data-bbox="437 448 871 544">Form of Performance Security</th> <th data-bbox="871 448 1350 544">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="437 544 871 640">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td data-bbox="871 544 1350 640">Five percent (5%)</td> </tr> <tr> <td data-bbox="437 640 871 736">Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td data-bbox="871 640 1350 736">Five percent (5%)</td> </tr> <tr> <td data-bbox="437 736 871 965">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="871 736 1350 965">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)								
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)								
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
16.1	<p><b>Inspection and Tests</b></p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.</p>								
17.4	<p>The period for correction of defects in the warranty period is seven (7) calendar days upon receipt of notice from PICC project-in-charge.</p>								
21.1	<p>No additional provision.</p>								

*Handwritten initials/signature*

## **Section VI. Schedule of Requirements**

### Section VI. Schedule of Requirements

Item No.	Description	Contract Period
1	One (1) year Supply of Labor and Materials for the Specialized/ Intensive Termite Treatment and Colony Elimination System Services at the Center.	The contract period shall be one (1) year. The actual date shall be stated in the Notice to Proceed.

*Handwritten initials*

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

\_\_\_\_\_  
Name of Company / Bidder

\_\_\_\_\_  
Signature over printed Name of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## **Section VII. Technical Specifications**

## Section VII. Technical Specifications

Item No.	Article /Description	COMPLIANCE
1	<p><b>ONE (1) YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/ INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER</b></p> <p><b>I. SCOPE OF SERVICES</b></p> <p>The <b>CONTRACTOR</b> shall furnish all technical services, labor, tools, equipment, chemicals, supervision, and other services and perform all operations necessary for the completion of the intensive/specialized in-ground and above-ground termite treatment and termite colony elimination at the Philippine International Convention Center, specifically at the Delegation, Secretariat, Plenary Hall, Reception Hall Buildings, the Forum, Old Switching Vault, PICC Warehouse and its surrounding premises all in accordance with the specifications stated herein.</p> <p><b>II. Specific Conditions for Intensive Termite Treatment and Elimination</b></p> <p>The principal features of the work shall include, but are not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Conduct of a thorough survey and inspection of the entire area, at least twice a year, to pinpoint termite colonies and infestations through the use of an infrared camera (to spot temperature deviation underneath the floor, behind the walls and ceilings which may be conducive for termite infestation) and any two (2) of the following equipment:             <ol style="list-style-type: none"> <li>a. Borescope – an optical device consisting of a rigid or flexible tube with an eyepiece on one end, an objective lens on the other linked together by a relay optical system in between; to visually see the termites between partition walls and/or small gaps by drilling small holes and inserting the borescope.</li> <li>b. Moisture meter – to identify moisture levels conducive to termite risk areas via the concentrated presence of high levels of moisture;</li> <li>c. Acoustic Scanner – listening probes that can hear termites behind walls, floors and ceilings;</li> </ol> </li> <li>2. Reinstall/replace stations where needed, since there are already in-ground stations installed previously, in the soil around the outside perimeter of the structures specified above. In-ground stations that will be placed by the <b>CONTRACTOR</b> must be in</li> </ol>	



accordance with the existing in-ground stations at the Center. Approximately the perimeter of the buildings is about 2,400 linear meters and the space between each in-ground station should be 3 linear meters or less. An in-ground station is a device that is placed in the ground around the perimeter of the building to place the monitoring device (usually made of wooden stakes, cardboard or other cellulose based material) and the termite bait (usually made of paper, cardboard, other suitable termite food, and with slow acting chemical/s fatal to termites).

3. Installation of auxiliary in-ground stations whenever needed.
4. Install above-ground feeding stations on all areas inside the building where there are live termites. Above-ground station is a device with termite bait that you place where there are live termites feeding on the structure of the building.
5. Monitor all stations for a one (1) year period from the date of installation following the schedule/s shown hereunder:
  - Preventive Check - 21 to 28 days
  - Bait Installation - if feeding on the monitoring device/s is/are noticed on the in-ground station, install/put termite bait and monitor every 7 to 11 days until the colony is eliminated
    - every 14 to 18 days for above-ground station until the colony is eliminated
  - Monitoring - every 30 to 45 days
6. Install/Put another set of monitoring device on the in-ground stations successfully treated.
7. Inspection of the Center's ground for termite mounds/garden termites and treating the same as necessary.
8. Submit reports after each monitoring schedule regarding the following:
  - a. condition of each stations;
  - b. new or increased termite activity noted in any of the station;
  - c. addition or removal of termite bait;
  - d. observed effect on termite activity; and
  - e. termite mounds/garden termites treated, if any.

### **III. WORKING AREA CONDITIONS**

All work areas being serviced should be kept in the same appearance and condition as it was before the start of the work. To achieve this, the following procedures provided will be followed:

1. The **CONTRACTOR** shall ensure that all working areas will be cleaned and restored to its original state before leaving the work area premises; and
2. Any furniture or asset that has to be moved/relocated shall be returned to its former location prior to pack-up at the end of the working day.

#### **IV. DUST/DEBRIS REMOVAL AND DISPOSAL**

Termite colony, dirt, chemical bottles/containers and other debris removed from the jobsite shall be carefully placed in large trash bags, securely sealed and disposed off properly in the Convention Center's designated trash area.

#### **V. SUPPLIES TOOLS AND EQUIPMENT REQUIREMENT**

The **CONTRACTOR** shall provide experienced technicians/applicators, as well as the necessary infrared camera, borescope and feeding stations in good working condition to ensure the satisfactory completion of the services contracted. It shall also provide the necessary supplies and materials for fast and efficient delivery of the job.

#### **VI. 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. Hence, the **PICC** shall not be liable for any overtime pay on Sundays and Legal Holidays, and Nighttime differentials, or for any other necessary and incidental expenses incurred by the **CONTRACTOR**. Nothing herein shall be construed as establishing the relationship of employer and employee between the **PICC** and the **CONTRACTOR** and the latter shall, at all times, be personally and directly responsible for the personnel under its employ.

#### **VII. RIGHT TO TERMINATE THE CONTRACT**

In case the **CONTRACTOR** fails or refuses, willfully or negligently, to furnish the services as herein called for and agreed upon within the specified time stated in this Contract, or willfully violates any of the conditions, covenants and stipulation thereof, the **PICC** shall have the right to terminate this Contract by sending a written notice of such termination to the **CONTRACTOR**.

#### **VIII. LAWS AND REGULATIONS**

The **CONTRACTOR** shall keep himself acquainted, and shall comply, with all existing City and Municipal Ordinances, laws, regulations, Executive Orders, and Department regulations promulgated by competent

authorities and which shall be deemed incorporated in this provision.

**IX. INJURIES TO PERSONS AND DAMAGES TO PROPERTY**

The **CONTRACTOR** shall be solely responsible for, and the **PICC** shall be relieved of, all liabilities and claims for injuries to persons or damages to property which may arise out and/or as a consequence of this Contract. In the event that the **PICC** shall be required to pay for the aforementioned injuries and damages, the **CONTRACTOR** shall reimburse the **PICC** for such payments.

**X. ACKNOWLEDGEMENT AND WARRANTY**

The **CONTRACTOR** shall keep and hold the **PICC** free and harmless from any and all claims and liabilities in connection with services to be rendered by, and the performance of the obligation of the **CONTRACTOR** under this Contract.

**XI. MISCELLANEOUS PROVISIONS**

It is understood that the failure of the **PICC** to demand compliance with any of the terms and conditions stipulated in this Contract shall not be considered a waiver on its part of the enforcement thereof.

The **CONTRACTOR** shall comply with instructions from **PICC** as may be given from time to time relative to its operations at the premises of the Center.

The **CONTRACTOR** shall not assign the fulfillment of its obligations under this CONTRACT to any other persons.

**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.

Handwritten initials or signature.

## **Section VIII. Bidding Forms**

## Section VIII. Bidding Forms

### Bid Form

Date: \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **ONE (1) YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED /INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER** in conformity with the said Bidding Documents for the sum/s as follows:

**TOTAL ANNUAL CONTRACT RATE:** INCLUSIVE OF VALUE ADDED TAX (VAT)

\_\_\_\_\_ (P \_\_\_\_\_)  
(Amount in Words) (Amount in figures)

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder; to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**PHILIPPINE INTERNATIONAL CONVENTION CENTER  
BIDS AND AWARDS COMMITTEE**

**CHECKLIST OF REQUIREMENTS**

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes**, and which shall be submitted simultaneously. The first envelope shall contain the technical component of the bid including the eligibility requirements and the second shall contain the financial component of the bid.

**I. FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL COMPONENTS:**

**A. ELIGIBILITY DOCUMENTS:**

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership. The certificate shall be submitted together with Annex "A".

If any of the documents mentioned in Annex "A" is not current, the new document should be submitted.

2. Statement of all on-going 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"**);
3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last five (5) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. (**ANNEX "B"**) Attach to such statement the following:
  - a. Certified photocopy of the SLCC; and
  - b. Certificate of Acceptance or Official Receipt or Sales Invoice
4. Net Financial Contracting Capacity (NFCC): (**ANNEX "C"**)

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

or a committed Line of Credit from Universal or Commercial Bank, in lieu of its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

**B. TECHNICAL COMPONENT:**

1. Bid Security:
  - Notarized Bid Securing Declaration (**ANNEX "D"**); or
  - Cash or Manager's Check / Cashier's check issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
  - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
  - Surety Bond, callable upon demand, issued by a private insurance company with attached Certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such surety, in the amount of not less than 5% of the ABC.
2. Sections VI – Schedule of requirements and VII- Technical Specifications of the Bidding Documents, fully accomplished;
3. Notarized Omnibus Sworn Statement (**ANNEX "E"**) with attached;
  - a. For Corporations, the duly notarized Secretary's Certificate; or
  - b. For Sole Proprietorship, the notarized Special Power of Attorney.

**II. SECOND ENVELOPE: FINANCIAL COMPONENT OF THE BID (BID PROPOSAL FORMS)**

1. Financial Bid Form (Section VIII of the Bidding Documents);
- 

**Note:**

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled accordingly.





**SINGLE LARGEST COMPLETED CONTRACT**  
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

**Business Name:**  
**Business Address:**

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
<p><b>Note: This statement shall be supported with:</b></p> <p><b>1. Contract</b></p> <p><b>2. Certificate of Completion and Acceptance or Official Receipt/s or Sales Invoice issued for the contract</b></p> <p><i>Note: The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.</i></p> <p>Submitted by: _____ (Printed Name &amp; Signature)</p> <p>Designation: _____</p> <p>Date: _____</p>				

**ANNEX "C"**

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P \_\_\_\_\_

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**BID SECURING DECLARATION FORM**

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>1</sup>, 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 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 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;

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<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**Omnibus Sworn Statement**

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

**AFFIDAVIT**

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

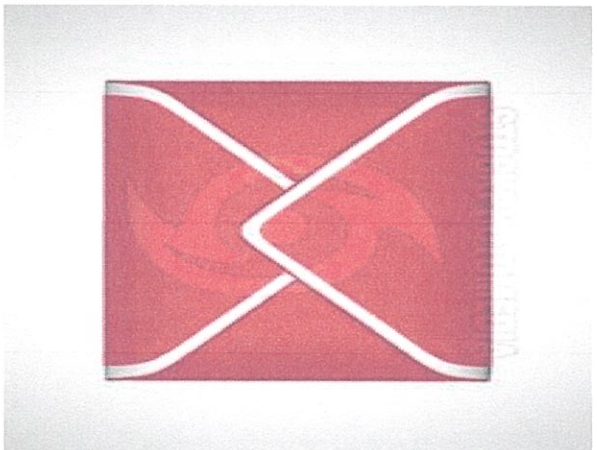
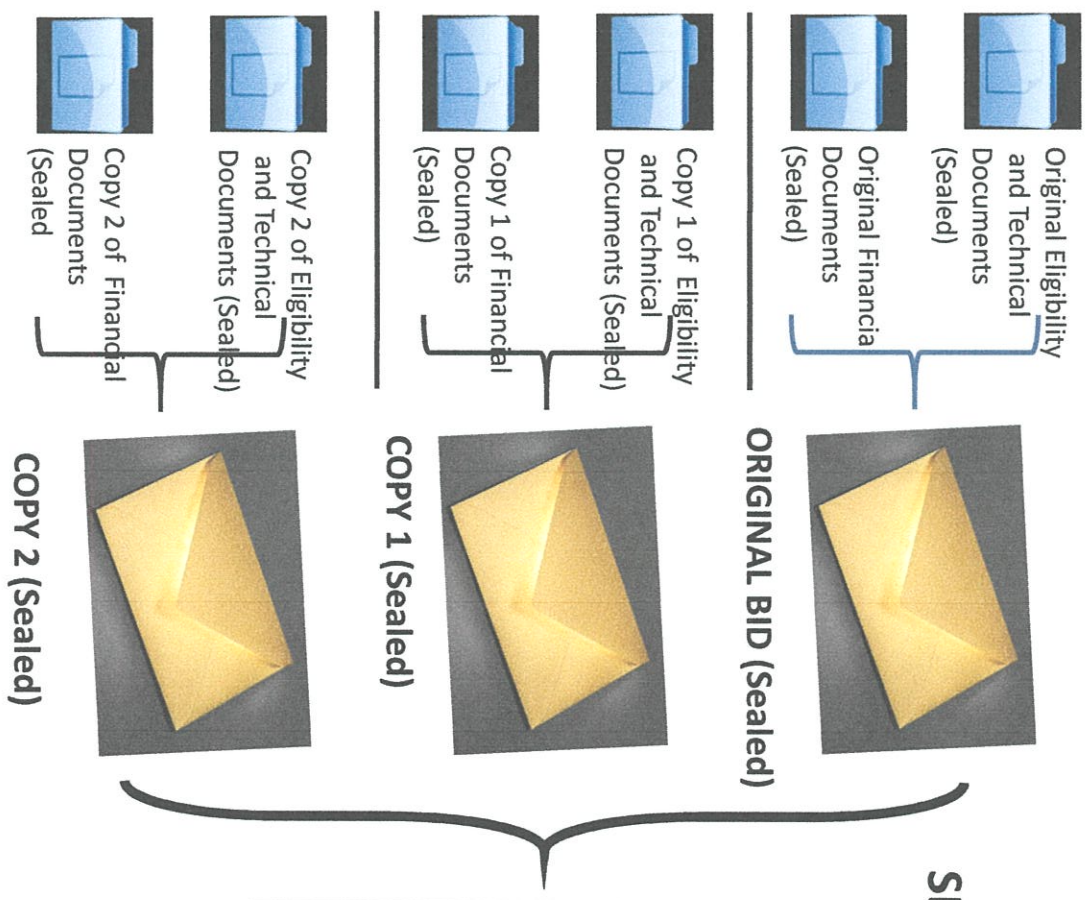
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**ANNEX "F"**

**SEALING AND MARKING OF BIDS**



**MAIN ENVELOPE (Sealed)**

- NAME OF CONTRACT TO BE BID
- NAME AND ADDRESS OF BIDDER
- BAC/PROCURING ENTITY
- DO NOT OPEN BEFORE \_\_\_\_\_