

# PHILIPPINE INTERNATIONAL CONVENTION CENTER



## BIDDING DOCUMENTS

**PROJECT TITLE : TWENTY-EIGHT (28) MONTHS CONTRACT  
FOR REGULAR MONTHLY PEST CONTROL  
EXTERMINATION SERVICES AND COLONY  
ELIMINATION OF TERMITES AT THE CENTER**

**ABC : ₱2,295,650.00**

**Reference/s : PICC APP2024- MC -138**

**ITB-2024  
February 24, 2024**

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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.

**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*



**BIDS AND AWARDS COMMITTEE**

**Invitation to Bid for the Twenty-Eight (28) Months Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center**

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 **TWO MILLION TWO HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FIFTY PESOS (Php2,295,650.00), VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Twenty-Eight (28) Months Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center (PICC APP2024-MC-138)**. 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)
September 1, 2024 to December 31, 2024	<b>327,950.00</b>
January 1, 2025 to December 31, 2025	<b>983,850.00</b>
January 1, 2026 to December 31, 2026	<b>983,850.00</b>
Total Project Cost	<b>2,295,650.00</b>

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 April 24, 2024 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of Three Thousand Pesos (Php3,000.00)*. A bidder

shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt.*

6. The *PICC-BAC* will hold a Pre-Bid Conference on May 8, 2024 at 11:00 a.m. at Function Room B, 2<sup>nd</sup> Floor Secretariat Building, *PICC* and/or through videoconferencing/webcasting via *Zoom/Google Meet*, which shall be open to prospective bidders (see interim guidelines for conduct of video conferencing).
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before May 22, 2024 at 10:30 a.m. 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 May 22, 2024, at 11:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via video conferencing.
10. 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 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.
11. For further information, please refer to:

*BIDS AND AWARDS COMMITTEE  
PHILIPPINE INTERNATIONAL CONVENTION CENTER  
PICC Complex, Pasay City 1307  
87894759 and 87894760  
Telefax No. 87894761  
Email: [procurement@picc.gov.ph](mailto:procurement@picc.gov.ph)*

12. You may visit the following websites:

For downloading of Bidding Documents: [www.picc.gov.ph](http://www.picc.gov.ph)

*[Date of Issue]*

  
**MELPIN A. GONZAGA**  
*Chairman*



## *Section II. Instructions to Bidders*

## **1. Scope of Bid**

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Twenty-Eight (28) Months Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center* with identification numbers *PICC APP2024-MC-138*.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the total amount of PhP2,295,650.00.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

## **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 limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
  - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
  - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 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 at and/or through videoconferencing/webcasting 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 the last three (3) 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 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, ex-warehouse, 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 e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 one hundred twenty (120) calendar days from the date of opening of bids. 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.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## 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 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. 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.
- 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:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

### *III. Bid Data Sheet*



## 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"> <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 of the outstanding capital stock belongs to citizens of the Philippines;</li> <li>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;</li> <li>e. Company must be in the business of Pest Control and Extermination Services and Specialized/Intensive Termite Treatment and Elimination System for the past 10 years;</li> </ul>
5.3	<p>For this purpose, similar contract shall refer to pest control extermination services and colony elimination of termites.</p> <p>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.</p>
7.1	Sub-contracting is not allowed
8	The PICC will hold a pre-bid conference on May 8, 2024 at 11:00 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"> <li>a. In the amount of not less than ₱45,913.00, or Cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. Surety Bond in the amount of not less than ₱114,782.50,</li> </ul>
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	The address for submission of bids is:

	<p>PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is May 22, 2024 at 10:30 a.m.</p>
17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM Function Room B, 2<sup>nd</sup> Floor, Secretariat Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is May 22, 2024 at 11:00 a.m.</p> <p>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.</p>
19.3	<p>Total ABC is <b>TWO MILLION TWO HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FIFTY PESOS (PhP2,295,650.00), VAT Inclusive.</b></p>
20.2	<p>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:</p> <ol style="list-style-type: none"> <li>a. Certified Photocopy of the CY 2023 Income and Business Tax Returns with proof of payment;</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 is in the business of Pest Control and Extermination and Specialized/Intensive Termite Treatment and Elimination System Services for the past 10 years;</li> <li>- Certificate of Membership of good standing in any of the Pest Control Association of the Philippines (PCAP) and Philippine Federation of Pest Management Operators Association (PFPMOA), Pest Exterminators Association of the Philippines (PEAP) and FDA License to Operate (LTO) for Pest Control Operator;</li> <li>- That the company/agency is run by experienced Entomologists or Pest Exterminators / Pest Control Operators – provide resumé of Entomologists or Pest Exterminators/Pest Control Operators including License Certificate;</li> <li>- Resumé of Supervisor/Inspector, who will be deployed at the Center if awarded the contract, college graduate with 5-year experience as Supervisor of Regular/General Pest Control and Extermination</li> </ul> </li> </ol>

	<p>Services – must be a regular employee at the company and not an on call basis; and</p> <ul style="list-style-type: none"> <li>- Resumé of 6 technicians, 5 regularly assigned and 1 replacement, who will be deployed at the Center if awarded the contract, be at least high school graduates with 5 year experience as technicians of Regular/General Pest Control and Extermination Services – must be a regular employee at the company and not an on call basis.</li> </ul> <p>d. List of pesticides and chemical baits, which will be used alternately if awarded the contract, as approved by the Fertilizer and Pesticide Authority (FPA) and/or Food and Drug Administration (FDA) including labels, Material Safety Data Sheet (MSDS) and Certificate of Product Registration from FPA or FDA, whichever is appropriate. List must also indicate the uses of the pesticides and their chemical family/classification. Two to three chemical families must be observed for each activity (e.g. for Residual spraying - two different insecticide from different pesticide family/classification).</p> <p>e. Proof of ownership or certification 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. List of tools and equipment as required on the conditions of the contract with specifications/product descriptions and pictures, as follows:</p> <ul style="list-style-type: none"> <li>- Rodent Bait Station</li> <li>- Rodent Cage Trap, made of steel</li> <li>- Dog/Cat Cage Trap, made of steel</li> <li>- Two (2) units Thermal Fogging Machine, at least five (5) liters solution tank capacity, gasoline operated</li> <li>- Two (2) units ULV (Ultra Low Volume) Fogging Machine, 220V, minimum of 15 microns droplet size, at least five (5) liters solution tank capacity, gasoline operated</li> <li>- Two (2) units electric tri-jet-fogger/misting machine</li> <li>- 4 Units Pressurized Sprayer</li> <li>- Extendable Snare Pole</li> <li>- Gel Bait Applicator</li> </ul> <p>g. Certificate of Ocular Inspection.</p> <p>h. Certificate of Satisfactory Completion &amp; Acceptance of previous PICC projects undertaken within the last three (3) years, if any.</p>
21.2	No additional requirement

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## *Section IV. General 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 prior to 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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>
2.2	<p>Payment</p> <p><b>PICC</b> binds itself to pay the <b>CONTRACTOR</b> the amount of (amount of bid offer approved by PICC divided by 28 months) per month, inclusive of VAT, for and in consideration of the services rendered by the <b>CONTRACTOR</b>;</p> <p><b>PICC</b> shall pay the <b>CONTRACTOR</b> the contract amount 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> <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>Billing shall be done on a monthly basis and corresponding payment shall be made by <b>PICC</b> in accordance with government accounting and auditing rules and procedures. For the first billing, processing of payments shall be supported with the following documents:</p> <ol style="list-style-type: none"> <li>a. <b>CONTRACTOR's</b> Billing Statement;</li> <li>b. Certified photocopy of the Notice of Award;</li> <li>c. Certified photocopy of Notice to Proceed</li> <li>d. Certified Photocopy of notarized Contract between <b>PICC</b> and the <b>CONTRACTOR</b>;</li> <li>e. Performance Security</li> <li>f. Monthly billing invoice duly certified as true and correct by the <b>PICC's</b> FPD head or authorized representative.</li> </ol>



- g. PICC's Job Orders
- h. Monitoring Reports
  - Service Accomplishment Report
  - Rodent Glue/Bait/Trap Location and Monitoring Report
  - Dog/Cat Cage Trap Location and Monitoring Report
- i. Certification from the Contractor that services are conducted and accomplished for the month.

And the following are the documents which are required to be submitted for the subsequent monthly billings:

- a. **CONTRACTOR's** Billing Statement;
- b. Monthly billing invoice duly certified as true and correct by the **PICC's** FPD head and/or authorized representative;
- c. Certified photocopy of the Notice of Award
- d. Certified photocopy of Notice to Proceed
- e. PICC's Job Orders
- f. Performance Security
- g. Monitoring Reports
  - Service Accomplishment Report – every visit or treatment – **both for Pest Control and Termite Control**
  - Pest Presence Survey Report – Quarterly
  - Rodent Glue/Bait/Trap Location and Monitoring Report – Monthly
  - Dog/Cat Cage Trap Location and Monitoring Report – Monthly
- h. Certification from the Contractor that services are conducted and accomplished for the month.

3

Performance Security

Within ten (10) 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:

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%)

	<p>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>
<p>4</p>	<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>	
<p>6</p>	<p>The period for correction of defects is seven (7) calendar days upon receipt of notice from PICC project-in-charge.</p>	

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## *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.

<b>Item Number</b>	<b>Description</b>	
I	Twenty-Eight (28) Month Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center	The Contract shall be effective from September 1, 2024 up to December 31, 2026 after the receipt of Notice to Proceed

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*

# Technical Specifications

Item	Specification	Statement of Compliance
	<p style="text-align: center;"><b>TWENTY-EIGHT (28) MONTH CONTRACT FOR REGULAR PEST CONTROL EXTERMINATION SERVICES AND SPECIALIZED CONTROL AND COLONY ELIMINATION OF TERMITES AT THE CENTER</b></p> <p><b>SCOPE OF SERVICES</b></p> <p><b>Areas to be serviced</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>The <b>CONTRACTOR</b> shall render and perform, in accordance with existing environmental laws and standards, the best quality work necessary for the: extermination and control of mosquitoes, carpet-beetles, cockroaches, ants and all other house and building pests such as rats and mice; and control of stray cats and dogs at the <b>PICC</b>, which shall cover, but are not limited to, the following areas:</p> <ol style="list-style-type: none"> <li>1. ENTIRE BUILDING PREMISES:           <ol style="list-style-type: none"> <li>a. Lobby Areas</li> <li>b. Hallways</li> <li>c. Restrooms</li> <li>d. Machine Rooms</li> <li>e. Central Air-Conditioning Area</li> <li>f. Office Room Areas</li> <li>g. Meeting Rooms, Conference Halls and Function Rooms including its ancillary areas</li> <li>h. Dining and Kitchen Areas</li> <li>i. Registration &amp; Document Distribution Counters including its ancillary rooms</li> <li>j. Exhibit and Audio Visual Hall</li> <li>k. Storerooms</li> <li>l. Service Pantry Area</li> <li>m. Powerhouse and Cooling Towers</li> <li>n. Underground Tunnel</li> </ol> </li> </ol>	

- o. Elevators
- p. Roof decks
- 2. OUTDOOR PREMISES:
  - a. PICC Warehouse
  - b. Former Switching Vault Building
  - c. Garbage Area
  - d. Plant Nurseries
  - e. Ponds and Reflecting Pool Areas (approximately 10,000 sq m)
  - f. Others
- 3. PICC FORUM

(Forums 1, 2 & 3 – all spaces, rooms and service AREAS)

The **CONTRACTOR** binds itself to fully and faithfully furnish and perform satisfactorily all work necessary for the extermination and control of mosquitoes, carpet-beetles, cockroaches, ants and all other building pests such as rodents, and control of stray cats and dogs at the premises of the Center. Captured stray dogs and cats inside the premises of the Center shall be disposed off in accordance with any applicable law.

**Specific Conditions for Pest Control Services**

The **CONTRACTOR** shall render and perform the best quality pest control services and other related services in the areas indicated, which shall consist of the following operations and activities:

**Insect Control**

- a. Twice a month residual spraying on the entire premises of the Center, including central air conditioning units to exterminate and control crawling pest such as carpet-beetles, cockroaches, ants, etc;
- b. *Considering the worldwide alert on the “Zika” virus (Dengue), weekly space spraying via thermal fogging and/or ULV (Ultra Low Volume) fogging/misting on the Center’s premises, including underground tunnel, against mosquitoes, flies and other flying insects and destruction of breeding places of pests;*
- c. The set of pesticides and other pertinent chemical solutions for the above mentioned services shall be changed and/or alternately used every other month in order to assure that tolerance levels of pests, insects, etc. to take in the chemicals and suffer its harmful effects are maintained at the most effective level;
- d. *Twice a week gel-baiting of cockroaches, ants and other pests in the Main Kitchen, the Amorsolo Kitchen and areas where to be put;*

- e. *Twice a month* application of larvicide and/or insect control regulator on ponds and reflecting pools to control larva of mosquitoes;
- f. Upon request of the **PICC**, making arrangements whereby all emptied, cabinets, drawers, desks and chairs will be sprayed with the appropriate insecticide as required;
- g. Every other month massive rodenticide treatment using FDA approved single dose rodenticide targeting large Norwegian rats.

**Rodent Control**

- a. Conducting pre-baiting activity to identify population and harborage areas, implement combined rodent eradication and control like mechanical baiting and glue trappings, key harborage area monitoring and reporting in all areas of the Center;
- b. Installing at least fifty (50) rodent glues/baits/traps at strategic locations of the Center when and where applicable;
- c. Applying of effective chemical baits, secured on rodent bait stations, for rodent pests (rats and mice) in strategic areas as necessary and the removal of dead rodents and replacement of lost or affected baits;
- d. Spraying of deodorizers/deodorizing foam as needed to mask the unpleasant odor of decaying rodents; and
- e. Weekly Monitoring of the glues/baits/traps.

**Cat and Dog Control**

- a. Installing at least ten (10) cat/dog cage traps at strategic locations of the Center where applicable;
- b. Providing camouflage on cage traps as necessary to increase chance of trapping cats and dogs;
- c. Capturing of stray dogs and/or cats using an extendable snare pole (same as the snare poles of the City Animal Shelter);
- d. Proper removal of captured stray dogs and cats from the Center through the help and proper coordination with the Pasay City Veterinary Office by Spaying and Neutering and
- e. Weekly Monitoring of the traps.

**Other Conditions/Activities:**

- a. Two (2) personnel must be deployed once a week for the dog, cat and rat control while six (6) personnel, must be present for the residual spraying and fogging activities for the whole area.
- b. Submitting the following general pest control reports and analysis, such as:
  - Service Accomplishment Report – every visit or treatment

- Rodent Glue/Bait/Trap Location and Monitoring Summary Report – Monthly
  - Dog/Cat Cage Trap Location and Monitoring Summary Report – Monthly
  - Quarterly Pest Presence Survey Report
- c. Submitting other recommendations to improve the condition of the Center in so far as maximum control of insect pest/s and rodents are concerned;
  - d. Conduct a Pest Management Orientation Seminar for the PICC employees, tenants and food concessionaire; and
  - e. All works of the **CONTRACTOR** shall be performed in environmentally safe, effective and most modern pest control procedures. For their purpose, the **CONTRACTOR** shall provide a Quality Control Supervisor who shall inspect, supervise, and monitor pest control works and cat/dog control while it is being done.

The **CONTRACTOR** shall respond to calls for immediate service to **PICC** within twenty-four (24) hours from receipt of notice, and report promptly for each appointed time of service. Likewise, should the **CONTRACTOR**, while in the process of spraying and applying chemical baits, finds that there are termites in certain areas of the Center, shall immediately undertake remedial measures to arrest the spread thereof at no additional cost to **PICC**; such remedial measures taken shall be reported to **PICC** for inclusion in the intensive treatment and elimination of termites using the baiting system.

#### **Specific Conditions for Intensive Termite Treatment and Elimination**

The principal features of the work shall include, but are not limited to, the following:

1. Conduct of a thorough survey and inspection of the entire area, at least four times 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:
  - 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.
  - Moisture meter – to identify moisture levels conducive to *termite* risk areas via the concentrated presence of high levels of moisture;
  - Acoustic Scanner – listening probes that can hear termites behind walls, floors and ceilings;
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



**CONTRACTOR** must be in 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.

#### **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:

- The **CONTRACTOR** shall ensure that all working areas will be cleaned and restored to its original state before leaving the work area premises; and
- 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.

### **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.

### **SUPPLIES, TOOLS AND EQUIPMENT REQUIREMENTS**

The **CONTRACTOR** shall provide and supply, at its own expense, all personnel, supplies, tools and equipment necessary for the faithful performance of its obligations under this Contract.

Rodent glues/traps, rodent bait stations and cat/dog cage traps including baits shall be provided by the **CONTRACTOR** and must be placed at strategic locations of the Center. Rodent and cat/dog traps must be made of steel.

Gel baits for cockroaches must be installed, following the prescribed distance, by the **CONTRACTOR** using gel bait gun/applicator.

Extendable snare pole will be used by the **CONTRACTOR** to catch stray dogs inside the center and/or transferring the captured dogs/cats into another cage for purposes of transporting them out of the Complex.

Other necessary equipment shall consist, but shall not be limited to the following: two (2) units Fogging Machine 4x1.5V Batteries, at least five (5) liters solution tank capacity, gasoline operated; two (2) units ULV Fogging/Misting Machine, 220V, 15 microns droplet size, at least five (5) liters solution tank capacity, and four (4) units Pressurized Sprayer, 5 gallons capacity. These are to be used by the **CONTRACTOR** in servicing the premises of the Center and must be safe and in good operational condition.

Chemicals used for spraying and chemical baits should be duly approved by the Fertilizer and Pesticide Authority (FPA) and/or Food and Drug Administration (FDA).

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.

## **CANCELLATION/TERMINATION**

The **CONTRACTOR** agrees that all the covenants and stipulations contained in this Contract shall be deemed as conditions and that if default or breach is made of any such conditions, then this Contract, at the discretion of the **PICC**, may be terminated and cancelled after a prior written notice of at least thirty (30) days to the **CONTRACTOR**. Upon such termination, the Performance Security shall be made answerable for whatever damages the **PICC** shall suffer by reason of termination of the Contract. Unsatisfactory performance-based evaluation, conducted by Facilities and Property Division, of the **PICC** in accordance with criteria mutually agreed upon by the parties, shall also be considered ground for termination of this Contract.

## **OBSERVANCE OF LABOR LAWS AND LIABILITY OF THE CONTRACTOR**

The **CONTRACTOR** shall comply with all local and national laws of the Philippines which may now or hereafter become applicable to the Contract. It is specifically understood that compliance with any requirement relating to the Social Security Law, the Labor Code of the Philippines and other related laws and administrative regulations is the sole responsibility of the **CONTRACTOR**.

The **CONTRACTOR** shall be liable for any and all acts or omissions committed or allowed to be committed by the personnel under its employ by virtue of this Contract resulting in the loss of, or damage to, any of the properties of **PICC** or to the person or property of any third party.

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**.

## **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

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

## **PROHIBITION AGAINST CONTRACTOR**

No part of the services to be provided under this Contract may be sub-contracted, and no obligations or duty arising there from may be transferred or assigned, without the prior approval of, and upon terms acceptable to, **PICC**.

## **CONTRACTOR'S OBLIGATIONS**

The **CONTRACTOR** shall submit for the approval of **PICC** a list of six (6) pest control technicians including the Supervisor to be assigned to the different areas in **PICC** during scheduled services/treatments. All personnel to be assigned

in the Center should be physically and mentally fit, dedicated, disciplined, respectful, of good moral character, honest, reliable, competent, and of cooperative disposition. Personnel must also submit police and/or NBI clearance.

The **CONTRACTOR**'s employees shall at all times be in proper and clean uniforms. For purposes of identification, only one type of identification card, uniform and color scheme shall be adopted. The **CONTRACTOR** at its expense shall provide the uniforms.

**PICC** reserves the right to have any of the **CONTRACTOR**'S employees changed due to unsatisfactory performance or misbehaviors.

#### **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.

#### **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

#### **MISCELLANEOUS PROVISIONS**

The **CONTRACTOR** shall, among other things, instruct its personnel that breakdowns/malfunctioning of any of **PICC**'s facilities within their areas of responsibility shall be reported immediately to their Quality Control Supervisor, who shall transmit the same to the designated official of the Facilities and Property Division, **PICC**.

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.

#### **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 supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.*

*Section VIII. Checklist of Technical and  
Financial Documents*

# 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;





ANNEX "B"

**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

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: *The Single Largest Completed Contract shall be completed within the last ten (10) 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.*

Submitted by:

(Printed Name & Signature)

Designation:

Date:

**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>2</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>2</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. \_\_\_\_\_

Page No. \_\_\_\_\_

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

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

## *Omnibus Sworn Statement (Revised)*

*[shall be submitted with the Bid]*

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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, **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;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. 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, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
at \_\_\_\_\_ Philippines.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

Name of the Project: **Twenty-Eight (28) Months Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center**

**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 FORM**

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

Project Identification No.: \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Twenty-Eight (28) Months Contract for Regular Monthly Pest Control Extermination Services and Colony Elimination of Termites at the Center*** the sum of:

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

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

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules (see attached),

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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]*.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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