



Republic of the Philippines
Office of the President
Philippine Sports Commission

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PEST CONTROL SERVICES FOR THE RIZAL MEMORIAL SPORTS COMPLEX AND PHILSPORTS COMPLEX

Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid	5
Section II. Instructions to Bidders	8
1. Scope of Bid	9
2. Funding Information	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	9
5. Eligible Bidders	9
6. Origin of Goods	10
7. Subcontracts	10
8. Pre-Bid Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	11
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	18
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	20
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	30

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



Republic of the Philippines
Office of the President
Philippine Sports Commission

**Invitation to Bid for
Pest Control Services for the Rizal Memorial Sports Complex
and Philsports Complex**

1. The **Philippine Sports Commission**, through the **PSC Funds FY 2024**, intends to apply the sum of **Seven Million Four Hundred Thousand Pesos (PhP 7,400,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Pest Control Services for the Rizal Memorial Sports Complex and Philsports Complex**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Sports Commission** now invites bids for the above Procurement Project. The Contract for Pest Control Services for the Rizal Memorial Sports Complex and Philsports Complex shall be for a period of **one (1) year from the receipt of the Notice to Proceed**. Bidders should have completed, within six (6) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from the **Philippine Sports Commission** and inspect the Bidding Documents at the address given below from **Mondays to Fridays, 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 3, 2024**, from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (P10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.
6. The **Philippine Sports Commission** will hold a Pre-Bid Conference on **May 11, 2024, 10:00 AM** at Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila, which shall be open to prospective bidders. Only one representative per prospective bidder shall be allowed.
7. Bids must be duly received by the BAC Secretariat through **manual submission only** at the office address as indicated below, on or before **May 11, 2024 at 10:00 AM**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **May 11, 2024, 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representative who choose to attend the activity.
10. The **Philippine Sports Commission** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ethel M. Goh
Bids and Awards Committee Secretariat
Philippine Sports Commission
2nd Floor, Administration Building
Rizal Memorial Sports Complex
P. Ocampo Sr. St.,
Malate, Manila
baac@psc.gov.ph
8523-9831 local 186
www.psc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.psc.gov.ph/index.php/about-us/procurement-bidding>

03 May 2024



PAULO FRANCISCO C. TATAD
Executive Director
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PSC, invites Bids for the project: **Pest Control Services for the Rizal Memorial Sports Complex and Philsports Complex** with identification number PSC BAC-005-2024.

The Procurement Project (referred to herein as "Project") is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Seven Million Four Hundred Thousand Pesos (PhP 7,400,000.00)**.

2.2. The source of funding is:

- a. Philippine Sports Commission (PSC) Funds.

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. 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 Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila 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 **six (6) 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 or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days 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 original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one (1) mother envelope.

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.

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. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Pest Control Services, Integrated Pest Management, Facilities Management, Environmental Services Contract, Maintenance and Sanitation Contract b. Completed within six (6) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱ 148,000.00 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱ 370,000.00 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	No further instructions.
20.2	No further instructions.
21.2	<p>The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.</p> <p>The minimum number of years of experience of the bidder must be at least six (6) years.</p> <p>Additional Documents to be Submitted During the Opening of Bids:</p> <p>1. Certificate of Site Inspection to be issued by SFD Chief and Philsports Administrator.</p> <p>Additional Documents to be Submitted During Post-Qualification:</p> <p>1. Registration certificate from Securities and Exchange Commission (SEC) [Certificate of Incorporation, Articles of Incorporation and ByLaws], Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document.</p> <p>2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</p>

3. Tax clearance per E.O. No. 398,s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

4. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

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 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

- 6.1. 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.
- 6.2. 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	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered Manila, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Head, Sports and Facilities Division – Ms. Julia G. Llanto.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be as follows: payment shall be allowed after complete submission of necessary documents as required by the Procuring Entity.
4	The inspections and tests that will be conducted are: None.

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Pest Control Services for the Rizal Memorial Sports Complex and Philsports Complex	Refer to Section VII	Refer to Section VII	One (1) year upon issuance of the Copy Standard Form of the Notice to Proceed.

Section VII. Technical Specifications

**TERMS OF REFERENCE (TOR)
PUBLIC BIDDING FOR THE PROCUREMENT
OF PSC PEST CONTROL SERVICES**

APPROVED BUDGET FOR THE CONTRACT

The Philippine Sports Commission (PSC) shall offer public bidding to all prospective bidders for the procurement of Pest Services with an Approved Budget for the Contract (ABC) amounting to ***SEVEN MILLION FOUR HUNDRED THOUSAND PESOS ONLY. (P 7,400,000.00)***

OBJECTIVES

This is to eliminate and protect all PSC buildings from termite and pest infestation.

TERMS OF REFERENCE AND SCOPE OF WORKS

I. DESCRIPTION OF SERVICES

The Services Provider shall furnish technical services, tools, equipment, and chemicals to perform the pest control services. The Service provider shall assign personnel/technician(s) under its supervision to do the pest control services required.

II. SCHEDULE OF SERVICES

The Services Provider shall assign the required personnel to cover the Rizal Memorial Sports Complex (RMSC), and

PhilSports Complex. The Service Provider shall provide the following pest control services for a period of twelve (12) months:

For Crawling and Flying Insects Control

Misting – Weekly

Residual Spraying – Weekly

Trapping/Baiting – Weekly

For Rodent Control

Baiting – Weekly

For Termite Control

Soil Poisoning – once a year

Residual Spraying – Quarterly as needed.

Chemical Dusting – Quarterly as needed.

Termites Mound Extermination – Quarterly as needed.

TABLE 1. Area of Philippine Sports Commission-owned and managed Facilities.

RIZAL MEMORIAL SPORTS COMPLEX, PABLO OCAMPO SR. STREET MALATE MANILA			
BUILDING/FACILITIES	YEAR CONSTRUCTED	AREA (m²)	NO. OF Storey
Administration Building	1986	4540	4
RM Basketball Coliseum	1934	4369	1
Badminton Gym	1992	1654	1
Gymnastics Gym	1999	1380	1
Property Office	2009	349	1
Tennis Center			
a. Athletes Lounge	1970	435	2
b. Cabana	2016	91.00	1
c. Weightlifting and Wellness Center	2017	729	1
d. PSI Office (L Shape building)	2017	154	1
e. Comfort rooms water tank area	2017	12.00	1
f. Covered Court	2016	1456.00	1
g. Storage Area	2016	6.00	1
h. bleacher A(new)	2018	90.00	
i. bleacher B(new)	2018	90.00	
j. bleacher C(new)	2018	90.00	

k. 6 open Court	1970		
Swimming Pool Stadium			
Swimming Pool Stadium	1934	1211	1
Swimming Pool Bleacher	1990	5477	1
Diving Pool	1990	304	
8 Lane Swimming Pool converted to 10 lanes Olympic standard	1991	995	
Warm-up Pool	1992	106	
Dry Training Swimming pool Center	2000	183	1
Ninoy Aquino Stadium	1971	4386	1
a. Powerhouse	1989	159.92	1
b. Centralized Air-Conditioning Unit	2019		
e. Comfort rooms water tank area	2017	12.00	1
f. Covered Court	2016	1456.00	1
g. Storage Area	2016	6.00	1
h. bleacher A(new)	2018	90.00	
i. bleacher B(new)	2018	90.00	
j. bleacher C(new)	2018	90.00	
k. 6 open Court	1970		
Swimming Pool Stadium			
Swimming Pool Stadium	1934	1211	1
Swimming Pool Bleacher	1990	5477	1
Diving Pool	1990	304	
8 Lane Swimming Pool converted to 10 lanes Olympic standard	1991	995	
Warm-up Pool	1992	106	

Dry Training Swimming pool Center	2000	183	1
Ninoy Aquino Stadium	1971	4386	1
a. Powerhouse	1989	159.92	1
b. Centralized Air-Conditioning Unit	2019		
b-1. Chiller 250 TR water-cooled	2019		
b-2. AHU 60TR	2019		
b-3. Cooling Tower	2019		
Track And Football Field Stadium	1934	2997	1
Track Oval	2019		
Football Field			
a. 2 Lighting Tower	2013		
North And South Tower Dormitory	1934	858.4	8
a.2 Submersible pump	2018		
PNB/ Museum Building	1989	1252	2
Sports Science Center/ MSAS Building	1989	3600	4
elevator	2021		0
Baseball Stadium	1934	7256	2
Baseball Field (11,808)	1934		1
Pumping Station	1971	33	1
Ticketing and Transportation Office	2009	56	1
Squash Building (new)	2018		1
a.2 Submersible pump	2018		
PNB/ Museum Building	1989	1252	2
Sports Science Center/ MSAS Building	1989	3600	4

elevator	2021		0
Baseball Stadium	1934	7256	2
Baseball Field (11,808)	1934		1
Pumping Station	1971	33	1
Ticketing and Transportation Office	2009	56	1
Squash Building (new)	2018		1
PHILSPORTS COMPLEX, MERALCO AVENUE, PASIG CITY			
BUILDING/FACILITIES	YEAR CONSTRUCTED	AREA (m²)	NO. OF Storey
Dorm A	1989	2866.02	5
Dorm B	1989	2559.56	5
Philsports Swimming Center			
a. Diving Pool	1990	304	
b. 8 Lane Swimming Pool	1991	995	
c. New Bleacher	2018	195.212	2
c. Old Bleacher	2018	372.22	2
Dorm F	1989	1470.12	3
Dorm G/MSAS Building	1989	1491.08	3
a. Elevator	2019		
Dorm H	1989	1391.30	3
Dorm I	1989	1862.86	3
Dorm J	1989	2065.42	4
Dining Hall	1980	2559.91	
a. elevator	2019		
b. dumb waiter	2019		
Open Bleacher	1980	5596.96	4
Philsports Track Oval			
a. Track Oval President Box	1980	122.00	2

b. Track Oval	2019		
c. Lighting Tower (new)	2019		
PSC Gym/ Brent Gym	1993	908.03	1
MPA	1981	17362.00	5
a. THREE 350TR PACKAGED SCREW TYPE, WATER-COOLED WATER CHILLING, CENTRALIZED AIR- CONDITIONING UNIT	2019	154.00	2
Fencing HALL	1993	3531.68	3
a. Playing Area		3354.00	
b. basement		88.84	
c. 2nd floor NSA OFFICE		88.84	
Laundry	1993	85.25	1
Sub-station no. 3	1993	198.00	1
Sub-station no. 2	1993	147.88	1

III. SCOPE OF WORK

All pest control services and pre-treatment work shall be conducted after working hours (beyond 5 p.m. for indoor application), Mondays through Fridays, except legal non-working holidays. Any servicing work done beyond the said hours shall be considered an emergency with prior consent and approval from the Commission.

3.1 GENERAL PEST CONTROL SERVICE

SCOPE OF WORK

3.1.1 Residual spraying for the control of all crawling and flying insects, using applicable insecticide shall be conducted on the premises.

3.1.2 For covered parking areas, residual spraying shall be done on commercial tenants including hallways, elevator pits, comfort rooms, drainages, and stockrooms.

3.1.3 For open parking areas, residual spraying shall be done in the drainage and exterior larvicidal treatment.

3.1.4 Comprehensive treatment by indoor application through misting with the use of FDA-approved insecticides against flying and crawling pests inside the premises.

3.1.5 Comprehensive rodent treatment by installation of sufficient bait based along the identified and possible runways and breeding sites.

3.1.6 Frequency of service shall be once a month for all areas based on the schedule agreed upon.

3.2 TERMITE CONTROL

SCOPE OF WORK

3.2.1 General survey and thorough inspection of the whole premises to determine the following:

- a. presence or absence of an infestation
- b. location of the termite colony
- c. source or cause of the infestation
- d. extent of damage to your property
- e. necessary measures to eradicate the infestation.

3.2.2 Demolition and extermination of discovered termite colony

3.2.3 Application of Termiticide solution particularly on incorporated wooden structures such as but not limited to baseboards, doorjambs, cabinets, and the like found to be infested with termites.

3.2.4 Application of Termiticide powder utilizing the Trophallaxis Method where spraying is not applicable, particularly, in and about all electrical outlets, which are used by termites as passageways.

3.2.5 Depending on the structure subject to our contract, Direct Soil Injection of termiticide solution to form a Termite Chemical Barrier shall be conducted either through Trenching or Drilling alongside the structure walls.

IV. TECHNICAL AND PROFESSIONAL SERVICES

The Service Provider shall provide the following technical methods and professional services for the effective pest control of the Philippine Sports Complex Rizal Memorial Sports Complex, Malate Manila, and Philsports Complex, Meralco Avenue Pasig City.

4.1 For Crawling and Flying Insects Control

4.1.1 Misting

Use of misting machines inside the offices which disperse minute droplets of insecticide solution in an aerosol range to attain minimum penetration of hard-to-reach or inaccessible areas to control mosquitoes and other flying insects.

4.1.2 Residual Spraying

This shall be done to facilitate the direct extermination of insects in places and areas where insects congregate, crawl, and hide, including cracks and crevices. It will be applied to areas where fogging treatment is not advisable.

4.1.3 Trapping/Baiting

Use of cage traps, glue board, snap, and other mechanical devices to augment the baiting technique. Installation of bait stations in hidden places and strategic locations where crawling insects usually search for food, roam around, and congregate.

4.2 For Rodent Control

Regular treatment by bait laying in areas used as passageways and harborages of rats and mice, based on a system of permanent/semi-permanent bait stations. Rodenticides provide good control without presenting any hazard to products or personnel. However, if the degree of infestations should ever warrant it, acute bait / chronic rodenticides will be used, but only after close consultation with COMMISSION and under the strict supervision of the Service Provider. Supplementary control methods such as mechanical traps and sticky boards, plugging or sealing off, holes that may serve as entry points will also be employed if the situation so warrants.

4.3 For Termite Control

4.3.1. Soil Poisoning

This service shall be the application of termiticidal chemicals along the perimeter of every structure within the Rial Memorial Sports Complex, Malate Manila, and Philsports Complex, Meralco Avenue Pasig City. The

Contractor shall create a continuous chemical barrier making it impossible for termites to enter and destroy the wooden structures of the buildings through the following:

- (a) Drilling holes thirty centimeters apart at the concrete perimeter fence of the compound using an electric hammer drill, then injecting termiticidal chemicals, using a modern pressurized soil rudder injector.
- (b) Direct injection of termiticidal chemicals along the concrete and/or soil perimeter of the building of the compound thirty centimeters apart using the same procedure and equipment in 1(a).
- (c) Drilled holes after treatment shall be restored to their original appearance with concrete mix/cement.

4.3.2 Residual Spraying

This shall be done to facilitate the direct extermination of termites on infested parts of the building. Areas with no sign of infestation shall be treated to provide adequate protection.

4.3.3 Chemical Dusting

The service refers to the application of anti-termite powder to all joints, ends, crevices, baseboards, and cabinets. The emphasis of treatment shall be on the wooden structures of the building.

4.3.4 Termites Mound Extermination

All termite mounds found within the Philippine Sports Commission Compound shall be excavated and exterminated the queen and workers since these are infesting the wooden structures of the building.

D. Qualifications of Personnel/Technicians

The six (6) full-time personnel are FDA-certified Supervising Pest Handlers and Pest Handlers

V. TERMS AND CONDITIONS

5.1. The Service Provider shall warrant that the services to be rendered will effectively exterminate all pests, insects, and rodents without the visible presence and disturbing odor of smoke and fumes. Should the Commission find the services to be ineffective as evidenced by the continuous presence of termites, cockroaches, mice, and other common house pests and insects, the Commission reserves the right to terminate the contract. In such case, the COMMISSION shall not be obliged to pay the Service Provider for services rendered.

5.2. The Service Provider shall warrant that all chemicals to be used must have a Certificate of Product Registration (CPR) from the Food and Drug Administration (FDA) and be approved by other government agencies regulating the use and licensing of such chemicals.

5.3. The Service Provider shall warrant that all preparations and formulations, including the use thereof, will be in accordance with the specifications of its toxicologist and entomologist. Pyrethroid insecticides that are biodegradable in nature and only chemicals certified by the proper government authorities as safe shall be used.

5.4. The Service Provider shall agree that only honed, skilled, and well-trained personnel/technicians will be assigned to the COMMISSION premises to ensure the correct treatment of pests and proper application of chemicals.

5.5. The Service Provider shall assign a workforce sufficient to carry out or implement the service specifications. All assigned personnel/technicians shall wear uniforms and identification cards while within the COMMISSION premises.

5.6. The Service Provider shall warrant that within thirty (30) days from the date of scheduled service is rendered, extra service calls, when the situation warrants, will be made free of charge.

5.7. The Service Provider shall agree that the required services shall be conducted after office hours, weekends, and holidays, as may be determined by the COMMISSION, in order not to disturb or disrupt the working schedule of the COMMISSION personnel. The Service Provider shall exercise extraordinary diligence in the performance of its services to ensure that no illness, accident, and/or any of its employees or guests will take place. The Service Provider shall assume full responsibility for any claim or liability that may arise because of illness, accident, and/or damage due to any or all acts of omission, negligence, or fault of the Service Provider and its agents, thereby rendering COMMISSION free and exempt from any such claim or liability.

5.8. The Service Provider shall provide on-call service in between schedules without additional cost to COMMISSION, including performing immediate special or additional service should there be a sudden outbreak of infestation at the COMMISSION premises at no cost to COMMISSION.

5.9. A Quality Control Supervisor affiliated with the Service Provider shall visit the COMMISSION premises once a month or whenever necessary to undertake the following:

- a) coordinate with COMMISSION's authorized representatives in evaluating the effectiveness of the Contractor's pest control services,

b) serve as pest control consultant by recommending ways and means to control infestations, and

c) provide free on-the-job technical training on pest control and management, handling, and application of chemicals, and other related matters concerning COMMISSION personnel.

5.10 The Service Agency must have a License to Operate (LTO) issued by the Food and Drug Administration (FDA).

Additional Documents/Requirements for PCO:

5.10.1 The PCO must present a valid License to Operate (LTO) as a Pest Control Operator issued by the Center for Cosmetics and Household/Urban Hazardous Substances Regulation and Research (CCHUHSRR) of the Food and Drug Administration (FDA):

5.10.2 The PCO must present Certifications issued by at least three (3) clients attesting to the services rendered during the last five (5) years

5.10.3 PCO personnel to be deployed at PSC must be FDA-certified Pesticide Handlers (PH) under the supervision of a Qualified person who is an FDA-certified Supervising Pesticide Handler (SPH) as prescribed in DOH AO No. 2019-0010 as evidenced of FDA issued Identification (10) In the absence of availability of FDA-accredited training for SPH and PH submission of proof/certification of training related to household/urban pest management issued by (a) the Fertilizer and Pesticide Authority (FPA) following FDA Circular No. 2016-008 or (b) any reputable organizations within last five (5) years from the issuance of FDA Circular 2022-010 dated 02 January 2023.

5.10.4 PCO personnel to be deployed at PSC must pass and submit a recent health certificate, including a drug test from the city/municipal health office or any government health facility when the establishment is located

5.10.5 Safety Data Sheet reflecting environment-friendly or green labeled pesticides/chemicals registered before the FDA for pesticide activities, and other non-pesticide products as part of pest control activities must be declared in their LTO application.

5.10.6 Submission of Standard Operating Procedures or the following. Including but not limited to

- a. Conduct of PCO activities.
- b. Conduct of supervision of pest control activities (including supervision of pest control activities of multiple branch offices, if applicable)

- c. Conduct additional activities during pest control (e.g., application of disinfectants, signage on pest control operations, clean-up of spillages and leakages:
- d. Training of Technical Personnel
- e. Handling, transport, application, storage, and disposal of FDA- FDA-registered HUPs and other non-pesticide products under the jurisdiction of the FDA
- f. Handling, cleaning, calibration, and/or maintenance of application equipment, vehicle, PPEs, and other materials,
- g. Handling of complaints
- h. Emergency response:
- i. Record-keeping and proper documentation.
- j. Other SOPs related to the routine conduct of PCO activities.

11. The Service Provider shall secure all the necessary and applicable permits or licenses from all government and regulatory agencies to operate and provide services not mentioned in this TOR.

12. The Service Provider has continuously engaged in the business for the past 5 years.

13. All pest control personnel/technicians assigned to COMMISSION should have passed the drug test.

VI. Warranty Provisions:

6.1 Warranty would be for thirteen (13) months from the initial treatment,

6.2 Warranty claims apply to Termite Control treatment and Management Services only,

6.3 Retreatment Repair, and Replacement shall be undertaken by the PCO so long as the claim is made within the warranty period and includes the following:

6.3.1. Retreatment Warranty-PCO shall carry out retreatment of the area where termites are found, free of charge and at no cost to PSC.

6.3.2. Repair or Replacement Warranty New damage caused by termites to structures in the specified areas shall be repaired or replaced by the PCO at no cost to PSC Structures referred to in this statement are those that had been found undamaged before and after the Initial Treatment or already repaired or replaced by the PCO after the Initial Treatment

6.3.3. Claims for retreatment, repair, and replacement will be made only after the Accomplishment Report is completed and submitted to PSC.

6.3.4. If there are planned changes in the landscape, termiticide re-application can be done in the modified area to maintain adequate protection coordination. Such application will be at no cost to PSC during the Warranty Period.

6.3.5. PCO shall perform an inspection of the materials to be utilized if there are planned changes and renovations that will occur within the warranty period. Such service would be at no cost to PSC.

VII. TERMS OF PAYMENT

Payment shall be made monthly subject to the submission of the following required documents:

- a. Monthly billing - every first working day of the following month
- b. Monthly accomplishment report and consolidated daily report

All payments shall be subject to existing tax rules and regulations.

The penalty for each undelivered service shall be one-tenth (1/10) of one percent (1%) of the total contract price per day.

VIII. QUALIFICATIONS

- 8.1 The Pest Control Operator (PCO) must have completed a similar project within five (5) years before the deadline for the submission and receipt of bids and has successfully undertaken similar treatments in at least 3 agencies or companies
- 8.2 The contractor should have at least 5 years of experience in PEST CONTROL SERVICES for commercial establishments.
- 8.3 The contractor should be accredited with the FOOD AND DRUG ADMINISTRATION as a pesticide handler (with certification).

Prepared by:


JOHN MARK L. JAVIER
Estimator

Checked and Reviewed by:


ENGR. MARIA VICTORIA T. MOYA
Head Engineering and Maintenance

Approved by:


MS. JULIA G. LLANTO
Chief of Sports Facilities Division

*Section VIII. Checklist of Technical and
Financial Documents*

Checklist of Technical and Financial Documents

General Information

1. Name of Bidder _____
2. a. Office Address _____
b. Telephone No. _____
c. Fax No. _____
d. Email Address _____
3. a. Authorized Managing Officer (AMO) _____
b. Citizenship _____
c. Position / Designation _____
4. Type of Organization (please check)
 Sole Proprietorship Corporation
 Partnership Others, specify

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;

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. For government contracts, the bidder must attach copies of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach copies of the Contract; 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. For government contracts, the bidder must attach a copy of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach a copy of the Contract; and

- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, 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.

Financial Documents

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

Class "B" Documents

- (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; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Additional Requirement to be Included in the Technical Component Envelope:

- (m) Certificate of Site Inspection for RMSC, Philsports, and other PSC venues issued by the Chief of Sports Facilities Division.



Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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 *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and 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,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Currency Commission or gratuity
------------------------------	----------------------------------------------------------

_____	_____
_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

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

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

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[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]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - 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 ___, 20__ 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]

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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