



NATIONAL COMMISSION FOR CULTURE AND THE ARTS

PHILIPPINE BIDDING DOCUMENTS

NCCA-ITB No. PB2021-021

**PROCUREMENT OF ONE (1) LOT GENERAL
PEST CONTROL TREATMENT AND SERVICES
FOR THE METROPOLITAN THEATER FOR
THE FY 2022**

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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 maintenanceservices, 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.



NATIONAL COMMISSION FOR CULTURE AND THE ARTS

**INVITATION TO BID FOR THE PROCUREMENT OF
ONE (1) LOT GENERAL PEST CONTROL TREATMENT
AND SERVICES FOR THE METROPOLITAN THEATER
FOR THE FY2022**

1. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**, through the CY 2022 National Endowment Fund for the Culture and the Arts (NEFCA) intends to apply the sum of **One Million One Hundred Thousand Pesos Only (Php 1,100,000.00)** being the ABC to payments under the contract for **PB 2021-021**, for the ***Procurement of One (1) Lot General Pest Control Treatment and Services for the Metropolitan Theater for the FY 2022***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** now invite bids for ***“Procurement of One (1) Lot General Pest Control Treatment and Services for the Metropolitan Theater for the FY 2022”***. Delivery of the Goods/ Services shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 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 **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** and inspect the Bidding Documents at the address given below from Mondays to Thursdays, 8:00 a.m to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on January 20, 2022 from the given address and website(s) below, *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Pesos (Php 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*,

Interested bidders may opt to pay the fee for the bidding documents by depositing the above stated amount in cash to NCCA's Land Bank Account. Bidders shall then send a copy of the deposit slip of the payment made to the NCCA Bids and Awards Committee. The bidding documents will be sent through a Google Drive upon confirmation of crediting of payment to NCCA's account.

6. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** will hold a Pre-Bid Conference on January 27, 2022 at 10:00 A.M through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before February 08, 2022 at 9:00 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 February 08, 2022 at 10:00 A.M at the given address below and through Zoom. Bids will be opened in the presence of the bidders representatives who choose to attend the activity;
10. *The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** 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 R.A. No. 9184, without thereby incurring any liability to affected bidder or bidders;*
11. For further information, please refer to:

ANIEL D. APRUEBO

Head, BAC Secretary

Room 2-E, 2nd Floor, NCCA Building

633 General Luna Street, Intramuros, Manila

Telephone: 527-2192 local 221, Fax: 527-5535

Email: bids@ncca.gov.ph/ procurementncca@gmail.com

12. You may visit the following websites for downloading of Bidding Documents:
www.ncca.gov.ph

January 17, 2022



SUSAN C. DAYAO

OIC- Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** wishes to receive Bids for the ***Procurement of One (1) Lot General Pest Control Treatment and Services for the Metropolitan Theater for the FY 2022*** with project identification Number ***PB 2021-021***.

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 CY 2022 in the amount of **One Million One Hundred Thousand Pesos Only (Php 1,100,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

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.

5.2.5.2.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

- 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.

i.

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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 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.

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for 120 days Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

Each bidder shall submit three (3) copies of the bid, one original and the two (2) which should be marked Copy One and copy Two

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,

¹

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:

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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Procurement of General Pest Control Treatment and Services; and b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 22,000.00 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 Php 55,000.00 if bid security is in Surety Bond.
19.3	<i>1 Lot</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

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 <i>to Intramuros</i>. 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 Executive Director Al Ryan S. Alejandre</p>
	<p>No further instructions</p>

	No Further instructions
	No further instructions

	No further instructions
2.2	No further instructions
4	The inspections and tests that will be conducted are: checking of quality/model/road worthiness of the vehicles to be provided by the bidder

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	Delivered, Weeks/Months
1	Procurement of One (1) Lot General Pest Control Treatment and Services for the Metropolitan Theater for the FY 2022	One (1) Lot	Twelve (12) Months/ One (1) Year from receipt of the Notice to Proceed (NTP) and Contract

Section VII. Technical Specifications

Quantity	Unit	Item Description	ABC
1	lot	Procurement of One (1) Lot General Pest Control Treatment and Services for the Metropolitan Theater for the FY 2022	Php 1,100,000.00

INSTRUCTION: 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/services offered. Statements of “Comply” or “Not Comply” **numbers with asterisks (*) shall be supported by evidence subject for post qualification verification.** 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., certifications, 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 Bidders’ 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 provisions **GCC** Clause 2.1(a)(ii).

REQUIREMENTS	Statement of Compliance Just state “Comply” or “Not Comply”	SPECIFIC REFERENCE In Bidder’s Bid Supporting Statement of Compliance (Instruction: Please indicate the specific document, tab label, and page number)
I. Scope of Work:		
The Scope of Work shall be stated in Appendix “A”		
II. Project Duration:		
The term of the contract shall be for a period of ONE (1) YEAR to commence from the date of signing thereof, unless sooner by the Procuring Entity before the expiry date for non-compliance by the Contractor of the terms and conditions, covenant and stipulations stated herein. Likewise, the Procuring Entity shall have the discretion to terminate this contract on account of any contractual obligations by the Contractor.		

III. Qualifications:		
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 5183.		
IV. Payment Terms:		
1. The terms of payment shall be as follows: MONTHLY, provided that the Service Provider shall have completed all the required documents every monthly billing period.		
V. Business Permit		
1. Updated Mayor's Permit		
2. Updated Certificate of PhilGEPS Registration		

METROPOLITAN THEATER SPECIFICATIONS		STATEMENT OF COMPLIANCE	SPECIFIC REFERENCE In Bidder's Bid Supporting Statement of Compliance (Instruction: Please indicate the specific document, tab label, and page number)
QTY/ UNIT			
1 LOT	1. One Year (1) Integrated Pest Management Control Program (IPMCP) for the Metropolitan Theater & its premises within the perimeter fence		
	The objective is to control if not eradicate the crawling and flying insects, rodents and termites infesting the Metropolitan Theater and its premises within the perimeter fence.		
	1.1 Service Requirements 1.1.1 General Pests 1.1.1.1 Control of Crawling Insects (CCI) 1.1.1.2 Control of Flying Insects (CFI) 1.1.1.3 Control of Rodents (CR) 1.1.2 Termites 1.1.2.1 Control of Termites (CT)		
2.	SCOPE OF WORK		
	2.1 General Pests Extermination and Control Program with Fogging Treatment		
	2.1.1 Crawling Insects (CCI) Residual Spraying supplemented by insecticidal baiting/ dusting for the control of cockroaches, ants and other crawling insect pests. Service comes in the form of spraying of specially formulated pesticides against all disease transmitting and		

	destructive flying and crawling insects found in the buildings. The treatment should guarantee the control of the general infestation right on the spot with long residual effect.		
	2.1.2 Flying Insects (CFI) (including larvae) Fogging and misting operations supplemented by residual spraying for the control of mosquitoes, flies and other flying insect pests.		
	2.1.2.1 Fogging Method The pesticides shall be applied to entire areas including garden areas, garbage disposal areas, canal, etc, via the method of fogging to eliminate existing infestation of flying insects particularly mosquitoes, flies, etc., including crawling insects such as cockroaches, etc. and the preemption of their reemergence due to the residual effect of the chemicals used.		
	2.1.2.2 Misting Method Misting method shall be performed with the use of misting equipment which transforms spray into microns for effective control of all disease-transmitting and destructive crawling and flying insects.		
	2.1.3 Rodents (CR). Rodent control is implemented alongside the above-mentioned program by the installation of effectively proven mechanical devices and/or non-mechanical method including the use of anti-coagulant baits.		
	3. Termite Extermination and Control Program		
	I.1 Control of Termites (CT). Soil poisoning Woodrenching, and Termite Abatement.		
	3.1.1 Soil Poisoning - Soil poisoning shall be done around the buildings as close as possible to the base of the outside walls using liquid termiticides. It makes the soil uninhabitable from subterranean termites, controls any present infestation and discourages future subterranean infestation.		

	<p>3.1.2 Wood Drenching The infested and other wooden parts of the buildings especially the floorings, ceilings and walling shall be treated by direct spraying of liquid termiticidal solution. This type of treatment shall guarantee the control of general infestation and helps minimize future further infestation. Wood protectant shall be applied with preservative quality to baseboards, door jambs and wooden ceiling, walls, partitions, etc., whenever applicable.</p>												
	<p>3.1.3 Termite Abatement and Maintenance Program (TAMP) Powder termiticides shall be applied by wood injection or trophallaxis method to all places liable as termite passages or places where the possible signs of infestation. The powder termiticides should gradually contaminate and kill the termites in the entire colony. Regular TAMP inspection and service should minimize the possibility of infestation by dry wood termites as well as by subterranean termites.</p>												
<p>4. Specifications</p>													
	<p>Chemicals to be used: The following insecticides or its equivalent that is odorless with low mammalian toxicity registered with and approved by the Food and Drugs Administration (FDA) will be applied for the adequate and effective control of <u>each target pest by the applicator(s), technician(s) and/or worker(s):</u></p> <table border="1" data-bbox="323 1615 799 1995"> <tr> <td data-bbox="323 1615 635 1720">PEST CONTROL</td> <td data-bbox="643 1615 799 1720">Active Ingre (Odorless Toxicity Lev</td> </tr> <tr> <td data-bbox="323 1722 635 1789">Crawling Insects</td> <td data-bbox="643 1722 799 1789">DELTA MET</td> </tr> <tr> <td data-bbox="323 1792 635 1859">Crawling Insects</td> <td data-bbox="643 1792 799 1859">BETA CYFL</td> </tr> <tr> <td data-bbox="323 1861 635 1928">Flying Insects</td> <td data-bbox="643 1861 799 1928">LAMBDA CY</td> </tr> <tr> <td data-bbox="323 1930 635 1995">Flying Insects</td> <td data-bbox="643 1930 799 1995">PERMETHR</td> </tr> </table>	PEST CONTROL	Active Ingre (Odorless Toxicity Lev	Crawling Insects	DELTA MET	Crawling Insects	BETA CYFL	Flying Insects	LAMBDA CY	Flying Insects	PERMETHR		
PEST CONTROL	Active Ingre (Odorless Toxicity Lev												
Crawling Insects	DELTA MET												
Crawling Insects	BETA CYFL												
Flying Insects	LAMBDA CY												
Flying Insects	PERMETHR												

	Rodents	COUMATE	RALYL	
	Termites	Per Contractor's	Specification	
5. Equipment, Chemicals and Application				
	5.1 Furnishing of all materials, equipment, transportation and supply of chemical duly registered under the Food and Drugs Administration (FDA) necessary for Comprehensive Pest and Termite Control Treatment and Services for the Metropolitan Theater Buildings, including the premises within perimeter fence, landscape areas, and guard houses.			
	5.2 Acknowledge the nature and location of work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of chemicals.			
	5.3 Submit a schedule or chart of order and program of work as required by the Office. The program of work shall include the time and date of the monthly treatment for general pests and quarterly for termite treatment, preferably on the last weekend of the month in consideration of the officials and employees which may be affected.			
	5.4 Deliver all chemicals to the site in their original containers, unopened.			
	5.5 Store all materials and equipment not in immediate use in an area/room assigned for the purpose. All necessary precautions shall be undertaken to prevent fire and other accidents.			
6. Quality Assurance				
	6.1 All chemicals intended for use in the project are FDA (Food and Drugs Administration)-approved with Green Label or are environment friendly products.			
	6.2 Materials, devices and equipment to be utilized in the treatment shall be subject for inspection by authorized			

	representative/s of the Venue Operations Group (VOG). All chemicals are subject to security check.		
	6.3 Waste materials removed from the project shall be presented to the authorized representative from the VOG of the Office in coordination with the provider's authorized representative. The same shall be disposed by the service provider(contractor) immediately after the treatment.		
	6.4 The Office shall designate an area near the project site for contractor's temporary station.		
	6.5 The contractor shall comply with the Metropolitan Theater's security regulations and house rules.		
	6.6 <u>The Contractor must deploy at least three (3) groups of workforce with a minimum of three (3) members per group (applicator/s, technician/s and worker/s), to conduct treatment and other related pest and termite control services at the MET Wings (2 groups) and Main Theater Block (1 group) including its premises.</u>		
	6.7 <u>The groups deployed must follow the Metropolitan Theater's approved schedule of treatment and services (monthly for pest and quarterly for termite).</u>		
	6.8 <u>The service provider/contractor must provide the necessary tools and equipment which are serviceable and in good working condition to avoid unnecessary delay in the said treatment and services.</u>		
	6.9 The contractor shall implement a safety program for its workers assigned at the project site. However, it is understood that no employer-employee relationship exists between the Metropolitan Theater and the workers of the contractor.		
	6.10 The contractor shall submit an accomplishment or service report to the VOG in mutually agreed format for monitoring the monthly		

	treatment of the Comprehensive Pest and Termite Control Treatment and Service.		
	6.11 The “PERIOD OF MAINTENANCE” shall mean from the date of its initial or first treatment as certified by the authorized office representative until its 12 th monthly treatment and service for a period of one (1) year.		
	6.12 The service provider shall provide the necessary national and/or local government permits/licenses, if any.		
	6.13 Services of the one-year comprehensive treatment shall be done on a monthly basis for general pests and quarterly for termite treatment as per approved schedule by the Metropolitan Theater with the corresponding monthly monitoring and accomplishment report.		
	<p>6.14 The service provider (Contractor) must be a bonafide member of at least two (2) of the following organizations:</p> <p>6.14.1 Philippine Federation of Pest Management Operators Association, Inc.(PFPMOA, Inc.);</p> <p>6.14.2 Pest Control Association of the Philippines, Inc. (PCAP, Inc.);</p> <p>6.14.3 Franchise Urban Pest Control Operators of the Philippines (FUPCOP);</p> <p>6.14.4 Franchise Urban Pest Control Applicator of the Philippines (FUPCAP);</p> <p>6.14.5 National Committee on Urban Pest Control (NCUPC);</p> <p>6.14.6 Other organization/federation recognized by the Philippine Government.</p>		
	6.15 The service provider (contractor) must secure permit or fire safety clearance from the Bureau of Fire Protection (BFP) for fumigation and thermal insecticidal fogging.		

Appendix "A" **Scope of Work**

1. Introduction

Integrated Pest Management Control Program (IPMCP) – Metropolitan Theater (Main Theater Block and Wings) & its premises within the perimeter fence.

The objective is to control if not eradicate the crawling and flying insects, rodents and termites infesting the Metropolitan Theater and its premises within the perimeter fence.

1.1 Service Requirements

1.1.1 General Pests

1.1.1.1 Control of Crawling Insects (CCI)

1.1.1.2 Control of Flying Insects (CFI)

1.1.1.3 Control of Rodents (CR)

1.1.2 Termites

1.1.2.1 Control of Termites (CT)

2. Scope of Work

The Contractor's Scope of Work shall comprise, but not limited, to the following:

2.1 General Pests Extermination and Control Program with Fogging Treatment

2.1.1 Crawling Insects (CCI)

Residual Spraying supplemented by insecticidal baiting/ dusting for the control of cockroaches, ants and other crawling insect pests.

Service comes in the form of spraying of specially formulated pesticides against all disease transmitting and destructive flying and crawling insects found in the buildings. The treatment should guarantee the control of the general infestation right on the spot with long residual effect.

2.1.2 Flying Insects (CFI) (including larvae)

Fogging and misting operations supplemented by residual spraying for the control of mosquitoes, flies and other flying insect pests.

2.1.2.1 Fogging Method

The pesticides shall be applied to entire areas including garden areas, garbage disposal areas, canal, etc, via the method of fogging to eliminate existing infestation of flying insects particularly mosquitoes, flies, etc., including crawling insects such as cockroaches, etc. and the preemption of their reemergence due to the residual effect of the chemicals used.

2.1.2.2 Misting Method

Misting method shall be performed with the use of misting equipment which transforms spray into microns for effective control of all disease-transmitting and destructive crawling and flying insects.

2.1.3 Rodents (CR).

Rodent control is implemented alongside the above-mentioned program by the installation of effectively proven mechanical devices and/or non-

mechanical method including the use of anti-coagulant baits.

3. Termite Extermination and Control Program

3.1 Control of Termites (CT). Soil poisoning Wooddrenching, and Termite Abatement.

3.1.1 Soil Poisoning - Soil poisoning shall be done around the buildings as close as possible to the base of the outside walls using liquid termiticides. It makes the soil uninhabitable from subterranean termites, controls any present infestation and discourages future subterranean infestation.

3.1.2 Wood Drenching

The infested and other wooden parts of the buildings especially the floorings, ceilings and walling shall be treated by direct spraying of liquid termiticidal solution. This type of treatment shall guarantee the control of general infestation and helps minimize future further infestation. Wood protectant shall be applied with preservative quality to baseboards, door jambs and wooden ceiling, walls, partitions, etc., whenever applicable.

3.1.3 Termite Abatement and Maintenance Program (TAMP)

Powder termiticides shall be applied by wood injection or trophallaxis method to all places liable as termite passages or places where the possible signs of infestation. The powder termiticides should gradually contaminate and kill the termites in the entire colony. Regular TAMP inspection and service should minimize the possibility of infestation by dry wood termites as well as by subterranean termites.

4. Specifications

Chemicals to be used:

The following insecticides or its equivalent that is odorless with low mammalian toxicity registered with and approved by the Food and Drugs Administration (FDA) will be applied for the adequate and effective control of each target pest by the applicator(s), technician(s) and/or worker(s):

PEST CONTROL	Active Ingredient or its Equivalent (Odorless with Low Mammalian Toxicity Level)
Crawling Insects	DELTA METHRIN
Crawling Insects	BETA CYFLUTHRIN
Flying Insects	LAMBDA CYHALOTRIN
Flying Insects	PERMETHRIN + S-BIOALLETHRIN
Rodents	COUMATETRALYL
Termites	Per Contractor's Specification

5. Equipment, Chemicals and Application

5.1 Furnishing of all materials, equipment, transportation and supply of chemical duly registered under the Food and Drugs Administration (FDA) necessary for

Comprehensive Pest and Termite Control Treatment and Services for the Metropolitan Theater Buildings, including the premises within perimeter fence, landscape areas, and guard houses.

- 5.2 Acknowledge the nature and location of work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of chemicals.
- 5.3 Submit a schedule or chart of order and program of work as required by the Office. The program of work shall include the time and date of the monthly treatment for general pests and quarterly for termite treatment, preferably on the last weekend of the month in consideration of the officials and employees which may be affected.
- 5.4 Deliver all chemicals to the site in their original containers, unopened.
- 5.5 Store all materials and equipment not in immediate use in an area/room assigned for the purpose. All necessary precautions shall be undertaken to prevent fire and other accidents.

6. Quality Assurance

- 6.1 All chemicals intended for use in the project are FDA (Food and Drugs Administration)-approved with Green Label or are environment friendly products.
- 6.2 Materials, devices and equipment to be utilized in the treatment shall be subject for inspection by authorized representative/s of the Venue Operations Group (VOG). All chemicals are subject to security check.
- 6.3 Waste materials removed from the project shall be presented to the authorized representative from the GSD of the Office in coordination with the provider's authorized representative. The same shall be disposed by the service provider(contractor) immediately after the treatment.
- 6.4 The Office shall designate an area near the project site for contractor's temporary station.
- 6.5 The contractor shall comply with the Metropolitan Theater's security regulations and house rules.
- 6.6 The Contractor must deploy at least three (3) groups of workforce with a minimum of three (3) members per group (applicator/s, technician/s and worker/s), to conduct treatment and other related pest and termite control services at the MET Wings (2 groups) and Main Theater Block (1 group) including its premises.
- 6.7 The groups deployed must follow the Metropolitan Theater's approved schedule of treatment and services (monthly for pest and quarterly for termite).
- 6.8 The service provider/ contractor must provide the necessary tools and equipment which are serviceable and in good working condition to avoid unnecessary delay in the said treatment and services.

- 6.9 The contractor shall implement a safety program for its workers assigned at the project site. However, it is understood that no employer-employee relationship exists between the Metropolitan Theater and the workers of the contractor.
- 6.10 The contractor shall submit an accomplishment or service report to the VOG in mutually agreed format for monitoring the monthly treatment of the Comprehensive Pest and Termite Control Treatment and Service.
- 6.11 The "PERIOD OF MAINTENANCE" shall mean from the date of its initial or first treatment as certified by the authorized office representative until its 12th monthly treatment and service for a period of one (1) year.
- 6.12 The service provider shall provide the necessary national and/ or local government permits/licenses, if any.
- 6.13 Services of the one-year comprehensive treatment shall be done on a monthly basis for general pests and quarterly for termite treatment as per approved schedule by the Metropolitan Theater with the corresponding monthly monitoring and accomplishment report.
- 6.14 The service provider (Contractor) must be a bonafide member of at least two (2) of the following organizations:
 - 6.14.1 Philippine Federation of Pest Management Operators Association, Inc.(PFPMOA, Inc.);
 - 6.14.2 Pest Control Association of the Philippines, Inc. (PCAP, Inc.);
 - 6.14.3 Franchise Urban Pest Control Operators of the Philippines (FUPCOP);
 - 6.14.4 Franchise Urban Pest Control Applicator of the Philippines (FUPCAP);
 - 6.14.5 National Committee on Urban Pest Control (NCUPC);
 - 6.14.6 Other organization/federation recognized by the Philippine Government.
- 6.15 The service provider (contractor) must secure permit or fire safety clearance from the Bureau of Fire Protection (BFP) for fumigation and thermal insecticidal fogging.

XXXXXXXXXXXX

Prepared by:

Noted by:

ABRAHAM Y. BARBADILLO, JR. (SGD)
MET-PMT, Building Administrator

AARON JAMES R. VELOSO (SGD)
Project Manager and PMT Head

Recommending Approval:

Approved by:

BERNAN JOSEPH R. CORPUZ (SGD)
OIC, Deputy Executive Director

MARICHU G. TELLANO (SGD)
OIC, Executive Director

**ACKNOWLEDGMENT AND COMPLIANCE
WITH THE BID DOCUMENTS FOR PROCUREMENT OF ONE (1) LOT GENERAL PEST CONTROL
TREATMENT AND SERVICES FOR THE METROPOLITAN THEATER FOR THE FY 2022**

Conforme:

Name of Company (in print):

Name and Signature of Company Authorized Representative:

Date:

Signed by:

Authorized Representative

Authorized Representative

***Section VIII. Checklist of Technical and
Financial Document***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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; **and**

- (k) 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

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

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
- (p) Original of duly signed and accomplished Price Schedule(s).

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

(m) *[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.

