



BIDS AND AWARDS COMMITTEE

NOTICE OF NEGOTIATED PROCUREMENT

The Philippine International Convention Center (PICC) announces that the Bids and Awards Committee (BAC) will conduct a Negotiated Procurement for the **ONE (1) – YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER.** The total Approved Budget for Contract (ABC) for this requirement is **EIGHT HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE PESOS AND FIFTY-SEVEN CENTAVOS (P854,563.57), VAT inclusive.**

This will be undertaken in accordance with Sec. 53.1, Two Failed Bids, of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act".

A complete set of documents may be obtained by interested bidders from January 8, 2019 to on or before 5:00 p.m. of January 14, 2019 and upon payment in cash of a non-refundable fee of **NINE HUNDRED PESOS (P900.00).**

Submission of proposals will be on or before 5:00 p.m. of January 14, 2019, at the BAC Secretariat Office, Ground Floor, Delegation Building, PICC Complex, 1307 Pasay City. Attached are the specifications for this particular procurement.

A handwritten signature in blue ink, appearing to read 'M. Salcedo', is written over the printed name.

MARIA TERESITA C. SALCEDO
Vice-Chairperson

BIDS AND AWARDS COMMITTEE (BAC)

NEGOTIATED PROCUREMENT

Sir:

We wish to inform you that the procurement of the **ONE (1) – YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER**, will be done by way of Alternative Method of Procurement through Negotiated Procurement.

The total Approved Budget for Contract (ABC) for this project is **EIGHT HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE PESOS AND FIFTY-SEVEN CENTAVOS (P854,563.57), VAT inclusive**.

Please submit your proposal on or before **5:00 p.m. of January 14, 2019** at the BAC Secretariat, Ground floor, Delegation Building, PICC together with the following:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership. If any of the documents mentioned in Annex "A" is not current, the new document should be submitted.

Note: In case of a recently expired Mayor's/Business permit, such shall be accepted together with the official receipt as proof that it has applied for a renewal, however the renewed permit shall be submitted as a post-qualification requirement.

2. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last three (3) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. Attach to such statement the following;

- a. Certified photocopy of the SLCC; and
- b. Certificate of Acceptance or Official Receipt or Sales Invoice

4. Net Financial Contracting Capacity (NFCC):

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

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing}$$

contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

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

B. TECHNICAL COMPONENT:

1. Terms of Reference fully accomplished;
2. Notarized Omnibus Sworn Statement with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

C. OTHER DOCUMENTARY REQUIREMENTS:

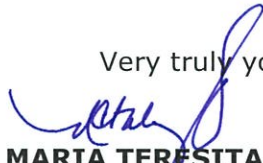
- a. Certified photocopy of the CY 2017 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);
- b. Company Profile showing the following;
 - That the company/agency is in the business of Specialized/Intensive Termite Treatment and Elimination System Services specifically dealing with the baiting program/system of termite colony elimination for at least five (5) years;
 - Certificate of Membership of good standing of the Pest Control Association of the Philippines (PCAP) and/or Philippine Federation of Pest Management Operators Association (PFPMOA);
 - That the company/agency is run by experienced Entomologist or Pest Exterminators / Pest Control Operators-provide resume of Entomologists or Pest Exterminators/Pest Control Operators including License Certificate;
 - Resume of Supervisor/Inspector, who will be deployed at the Center, if awarded the contract, at least a college graduate and must have at least five (5) years-experience as Supervisor of Specialized/Intensive Termite Treatment and Elimination System Services; and
 - Resume of technicians, who will be deployed at the Center, if awarded the contract, must at least be high school graduates and have at least three (3) years-experience as technicians of Specialized/Intensive Termite Treatment and Elimination System Services;
- c. Proposed Intensive Termite Treatment and Elimination System program for PICC;
- d. Proof of ownership or Lease Contract of (owned or leased) infrared camera and any two (2) of the following equipment:
 - Borescope
 - Moisture meter
 - Acoustic Scanner
- e. Certificate of Ocular Inspection issued by the Facilities and Property Division; and
- f. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last five (5) years, if any.

Negotiation shall be made with the bidder who made the lowest offer; should the negotiation fail then the same shall be made with the second lowest offer.

Attached is the Terms of Reference and other requirements for the implementation of the abovementioned requirements.

PICC reserves the right to reject any offer or all quotations found to be disadvantageous to the government.

Very truly yours,



MARIA TERESITA C. SALCEDO
Vice-Chairperson *g*

Date

The Chairman
Bids and Awards Committee (BAC)
Philippine International Convention Center (PICC)

Dear Sir/Madam:

In response to your letter dated _____, 2019, I wish to submit our offer for the **ONE (1) YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED /INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER SUPPLY AND DELIVERY OF TOOLS AND EQUIPMENT.**

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

(Amount in Words) (P _____)
(Amount in figures)

Very truly yours,

Signature of bidder over printed name

Address

Telephone/Fax No.



TERMS OF REFERENCE

A. TECHNICAL SPECIFICATIONS

Item No.	Article /Description	COMPLIANCE
1	<p>ONE (1) YEAR SUPPLY OF LABOR AND MATERIALS FOR THE SPECIALIZED/ INTENSIVE TERMITE TREATMENT AND COLONY ELIMINATION SYSTEM SERVICES AT THE CENTER</p> <p>I.SCOPE OF SERVICES</p> <p>The CONTRACTOR shall furnish all technical services, labor, tools, equipment, chemicals, supervision, and other services and perform all operations necessary for the completion of the intensive/specialized in-ground and above-ground termite treatment and termite colony elimination at the Philippine International Convention Center, specifically at the Delegation, Secretariat, Plenary Hall, Reception Hall Buildings, the Forum, Old Switching Vault, PICC Warehouse and its surrounding premises all in accordance with the specifications stated herein.</p> <p>II. Specific Conditions for Intensive Termite Treatment and Elimination</p> <p>The principal features of the work shall include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Conduct of a thorough survey and inspection of the entire area, at least twice a year, to pinpoint termite colonies and infestations through the use of an infrared camera (to spot temperature deviation underneath the floor, behind the walls and ceilings which may be conducive for termite infestation) and any two (2) of the following equipment: <ol style="list-style-type: none"> a. Borescope – an optical device consisting of a rigid or flexible tube with an eyepiece on one end, an objective lens on the other linked together by a relay optical system in between; to visually see the termites between partition walls and/or small gaps by drilling small holes and inserting the borescope. b. Moisture meter – to identify moisture levels conducive to termite risk areas via the concentrated presence of high levels of moisture; c. Acoustic Scanner – listening probes that can hear termites behind walls, floors and ceilings; 2. Reinstall/replace stations where needed, since there are already in-ground stations installed previously, in the soil around the outside perimeter of the structures specified above. In-ground stations that will be placed by the CONTRACTOR must be in accordance with the existing in-ground stations at the Center. Approximately the perimeter of the buildings is about 2,400 linear meters and the space between each in-ground station 	

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

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

III.WORKING AREA CONDITIONS

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

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

IV.DUST/DEBRIS REMOVAL AND DISPOSAL

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

V.SUPPLIES TOOLS AND EQUIPMENT REQUIREMENT

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

VI.NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is expressly and clearly understood and agreed that the **PICC** is not the employer of the **CONTRACTOR's** workers or employees. Hence, the **PICC** shall not be liable for any overtime pay on Sundays and Legal Holidays, and Nighttime differentials, or for any other necessary and incidental expenses incurred by the **CONTRACTOR**. Nothing herein shall be construed as establishing the relationship of employer and employee between the **PICC** and the **CONTRACTOR** and the latter shall, at all times, be personally and directly responsible for the personnel under its employ.

VII.RIGHT TO TERMINATE THE CONTRACT

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

VIII.LAWS AND REGULATIONS

The **CONTRACTOR** shall keep himself acquainted, and shall comply, with all existing City and Municipal Ordinances, laws, regulations, Executive Orders, and Department regulations promulgated by competent authorities and which shall be deemed incorporated in this provision.

IX.INJURIES TO PERSONS AND DAMAGES TO PROPERTY

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

	<p>X.ACKNOWLEDGEMENT AND WARRANTY</p> <p>The CONTRACTOR shall keep and hold the PICC free and harmless from any and all claims and liabilities in connection with services to be rendered by, and the performance of the obligation of the CONTRACTOR under this Contract.</p> <p>XI.MISCELLANEOUS PROVISIONS</p> <p>It is understood that the failure of the PICC to demand compliance with any of the terms and conditions stipulated in this Contract shall not be considered a waiver on its part of the enforcement thereof.</p> <p>The CONTRACTOR shall comply with instructions from PICC as may be given from time to time relative to its operations at the premises of the Center.</p> <p>The CONTRACTOR shall not assign the fulfillment of its obligations under this CONTRACT to any other persons.</p>	
<p>Statement of Compliance</p> <p>Offerors must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</p>		

B. Performance Bond

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

C. PAYMENT

The **PICC** shall pay the **CONTRACTOR** upon presentation of the bill in duplicate, supported with a certification under oath that the latter has performed the regular pest control and extermination services as required by the former for the particular month and the job orders for each and every scheduled treatment thereat.

35% - Payment shall be processed within seven (7) calendar days from the delivery of the following services;

- i. Conduct of a thorough survey and inspection of the entire area to pinpoint termite colonies and infestations through the use of an infrared camera and any two (2) of the following equipment:

- Borescope
- Moisture meter
- Acoustic Scanner

- ii. Completion of the reinstallation/replacement of stations where needed;
- iii. Completion of installation of above-ground feeding stations in all areas inside the building;

The above payment must be supported/substantiated with the following:

- a. CONTRACTOR's Billing Statement/Statement of Account
- b. PICC's Job Orders
- c. Monitoring Reports
- d. Summary of Accomplishments
- e. Certified photocopy of Notice to Proceed
- f. Certified photocopy of the Notice of Award
- g. Certified photocopy of notarized Contract between PICC and CONTRACTOR;
- h. Performance Security;
- i. Certification from FPD representative that no infraction of violations were committed by CONTRACTOR for the month covered by the billing period

65% - The remaining 65% of the contract price shall be made in twelve (12) equal monthly payments after the delivery of the following services:

- i. Monitoring of all stations from the date of installation following the schedule/s shown hereunder:
 - Preventive Check – 21 to 28 days
 - Bait Installation – if feeding on the monitoring device/s is /are noticed, install/put termite bait and monitor every 7 to 11 days until the colony is eliminated, every 14 to 18 days for above-ground until the colony is eliminated
 - Monitoring every 30-45 days
- ii. Reinstallation of another set of monitoring device on the in-ground stations successfully treated, if any.
- iii. Destruction/treating of termite mounds/garden termites, if any.
- iv. Submissions of reports after each monitoring schedules regarding the following:
 - Conditions of each stations;
 - new or increased termite activity noted in any of the station;
 - addition or removal of termite bait;
 - observed effect on termite activity: and
 - termite mounds/garden termites treated, if any.

The monthly billing statement must be supported/substantiated with the following:

- a. CONTRACTOR's Billing Statement/Statement of Account
- b. PICC's Job Orders
- c. Monitoring Reports
- d. Summary of Accomplishments
- e. Certification from FPD representative that no infraction of violations were committed by CONTRACTOR for the month covered by the billing period.

D. Schedule of Requirements

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

[Handwritten signature]

	Elimination System Services at the Center.	Proceed.
--	--	----------

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

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

