

PHILIPPINE INTERNATIONAL CONVENTION CENTER



**PROJECT TITLE : TWO (2) YEAR CONTRACT FOR OUTSOURCING
OF MANPOWER SERVICES FOR THE PHYSICAL
ARRANGEMENT TEAM**

ABC : P10,040,000.00

Reference/s : PICC APP2025 – MC – 132

**ITB-2025
March 27, 2025**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA – Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Two (2) Year Contract for the Outsourcing of Manpower Services for the Physical Arrangement Team

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2025*, intends to apply the sum of **TEN MILLION FORTY THOUSAND PESOS (P10,040,000.00), VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Two (2) Year Contract for the Outsourcing of Manpower Services for the Physical Arrangement Team (APP 2025-MC-132)**. Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting **July 30, 2025** from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of **Thirteen Thousand Seven Hundred Fifty Pesos (P13,750.00)***. A bidder shall present its proof of payment for the fees *by furnishing the PICC-BAC a copy of the Acknowledgement Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on **August 6, 2025 at 11:00 a.m.** at *D-100, Ground Floor, Delegation Building, PICC* and/or through videoconferencing/webcasting *via Zoom/Google Meet*, which shall be open to prospective bidders (see interim guidelines for conduct of video conferencing).
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **August 19, 2025 at 10:30 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **August 19, 2025, at 11:00 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via video conferencing.
10. The *PICC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

*BIDS AND AWARDS COMMITTEE
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 to 61
Email: procurement@picc.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph



MELAN M. ESPELA
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Two (2) Year Contract for the Outsourcing of Manpower Services for the Physical Arrangement Team* with identification numbers *PICC APP2025-MC-132*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2025 in the total amount of ₱10,040,000.00.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 one hundred twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

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. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5 | <p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; e. Bidder must have been in the business of providing manpower services for a continuous period of not less than five (5) years. |
| 5.3 | <p>For this purpose, a similar contract shall refer to manpower services.</p> <p>The Bidder must have completed within the last five (5) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p> |
| 7.1 | Sub-contracting is not allowed |
| 8 | The PICC will hold a pre-bid conference on August 6, 2025 at 11:00 a.m. |
| 12 | Not applicable |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. In the amount of not less than ₱200,800.00, or Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Surety Bond in the amount of not less than ₱502,000.00 |
| 15 | <p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid. Technical and Financial documents must be placed in separate envelopes properly marked and sealed (please see attached Illustrations)</p> |
| 16.1 | <p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is August 19, 2025 at 10:30 a.m.</p> |



| | |
|------|---|
| 17.1 | <p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM D-100, Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is August 19, 2025 at 11:00 a.m.</p> <p>In the event that the Bids cannot be opened as scheduled due to justifiable reasons, and in the absence of prior BAC activities, the BAC will take custody of the submitted Bids, with the opening deferred to the next working day at the same time and venue. The BAC will issue a formal Notice to Bidders by posting it on the BAC Secretariat/Procurement Unit electronic bulletin board and the PICC website, providing the revised schedule.</p> |
| 19.2 | <p>Total ABC is TEN MILLION FORTY THOUSAND PESOS (P10,040,000.00), VAT Inclusive.</p> |
| 20.2 | <p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> a. Certified Photocopy of the CY 2024 Income and Business Tax Returns with proof of payment; b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with Organizational Chart and sketch of office location d. Certification from the (a) Department of Labor and Employment (DOLE) and (b) National Labor Relations Commission (NLRC) that, as of 30 June 2020, no labor case has been decided against it filed by its past and present employees for violation of the Labor Code and other related laws and regulations e. Certification from the SSS that, as of 30 July 2019, the Contractor has regularly remitted and fully paid the premiums of its past and present employees, including deductions made for loans obtained by its employees from the SSS. f. Company's Employee Code of Discipline and Conduct (with penalties, if any). g. Sample computation table for salaries, overtime and holiday pay. h. Certificate of Satisfactory Service in PICCI if a former (for the last 5 years) or current contractor in PICCI. |
| 21.2 | <p>No additional requirement</p> |

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

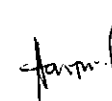
The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i> |
| 2.2 | <p>Payment</p> <ol style="list-style-type: none"> 1. For the services rendered by the Contractor, the PICC shall pay the former the amount of compensation of the personnel to be deployed as reflected in its bid offer as accepted by PICCI, payable in semi-monthly payments or every 15th day and end of each month. 2. Payment of salaries to the personnel assigned to PICCI by the Contractor shall be made through a commercial bank's automated teller machine (ATM) and Megalink or Bancnet access facility 3. Contractor shall assign an accountant or bookkeeper who shall submit the billing statement for a payment period on or before the 7th working day after each reference period. A designated officer from MEMD shall check the accuracy of the billing statement. Should there be discrepancies on the figures, MEMD shall send back the bill to the Contractor. Contractor shall submit to PICCI the revised billing statement on or before the 3rd working day after receipt of the corrections made by PICCI. 4. PICCI shall make payments only after it has received a billing statement and supporting documents. 5. For the first billing, the following documents must be submitted by the Contractor to PICCI to process payment: <ol style="list-style-type: none"> a) Contractor's Statement of Account or Billing Statement covering the first fifteen (15) days of the first month (semi-monthly) of the Contract b) Billing Schedule/Register showing breakdown of billings per personnel and type, e.g. Basic Billing, Regular Overtime, Special Overtime, Overtime on Legal Holidays, Absences/Overtime, among others, using a PICC-approved format c) Duly accomplished daily time records of the personnel, checked and approved by authorized PICC Officer d) Valid Tax Clearance 6. Moreover, the processing of the payment for the first billing shall be supported with the following documents: <ol style="list-style-type: none"> a) Certified photocopy of the Notice of Award b) Certified photocopy of Notarized Agreement (with attachments) between PICC and the Contractor c) Performance Security issued by any private insurance company duly certified by the Insurance Commission as authorized to issue such security. |



| | |
|--|--|
| | <p>d) Certification of the end-user department as to services rendered by the personnel deployed at PICCI</p> <p>e) Valid Tax Clearance</p> <p>The following are the documents required to be submitted by the Contractor for the subsequent semi-monthly billings:</p> <p>a) Semi-monthly Statement of Account or Billing Statement</p> <p>b) PICCI-approved Billing Schedule/Register showing breakdown of billings per personnel and type, e.g. Basic Billing, Regular Overtime, Special Overtime, Overtime on Legal Holidays, Absences/Overtime, among others</p> <p>c) Duly accomplished daily time records of the personnel, checked and approved by authorized PICC Officer</p> <p>d) Certified true copy of the latest paid-up payroll (payroll covering the period immediately preceeding the current billing) and pay slips, both documents duly signed as received by the personnel</p> <p>e) Certified true copy of the withholding tax or BIR remittances (for taxes that may be deducted from the contractor's personnel assigned to PICCI</p> <p>f) Valid Tax Clearance</p> <p>The following are the documents required to be submitted by the Contractor at the end of each quarter:</p> <p>a) Certified true copies of official receipts or special bank receipts (together with SSS R5 Form) issued by the Social Security System for remitted contributions of the contractor's personnel assigned at PICCI</p> <p>b) Certified true copies of official receipts issued by Pag-ibig for remitted contributions of the contractor's personnel assigned to PICCI</p> <p>c) Certified true copies of official receipts issued by Philhealth for remitted contributions of the contractor's personnel assigned to PICCI</p> <p>d) Valid Tax Clearance</p> <p>The following are the documents required to be submitted on the 6th and/or 12th month of the contract period:</p> <p>a) Certified true copies of proof of payment of the 13th month pay, with detailed computation, paid to each of the contractor's personnel assigned to PICCI</p> <p>b) Certified true copies of proof of payments of the 5-day incentive leave pay, with detailed computation, paid to each of the contractor's personnel assigned to PICCI</p> <p>c) Valid Tax Clearance</p> |
|--|--|

| 3 | <p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall furnish the performance security in any of the following forms:</p> <table border="1" data-bbox="352 392 1358 943"> <thead> <tr> <th data-bbox="352 392 887 488">Form of Performance Security</th><th data-bbox="887 392 1358 488">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th></tr> </thead> <tbody> <tr> <td data-bbox="352 488 887 629">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td><td data-bbox="887 488 1358 629">Five percent (5%)</td></tr> <tr> <td data-bbox="352 629 887 748">Bank draft/guarantee issued by a Universal or Commercial Bank</td><td data-bbox="887 629 1358 748">Five percent (5%)</td></tr> <tr> <td data-bbox="352 748 887 943">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td><td data-bbox="887 748 1358 943">Thirty percent (30%)</td></tr> </tbody> </table> | Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) | Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank. | Five percent (5%) | Bank draft/guarantee issued by a Universal or Commercial Bank | Five percent (5%) | Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |
|---|---|------------------------------|---|---|-------------------|---|-------------------|---|----------------------|
| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) | | | | | | | | |
| Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank. | Five percent (5%) | | | | | | | | |
| Bank draft/guarantee issued by a Universal or Commercial Bank | Five percent (5%) | | | | | | | | |
| Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) | | | | | | | | |
| 6 | <p>The period for correction of defects is seven (7) calendar days upon receipt of notice from PICC project-in-charge.</p> | | | | | | | | |

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 | Delivered, Weeks/Months |
|--------------------|---|---|
| I | Two (2) Year Contract for the Outsourcing of Manpower Services for the Physical Arrangement Team. | The Contract is for two (2) years. effective 1 September 2025 to 31 August 2027. However, the start of contract may be moved later by one (1) month should the Center's re-opening for events is postponed. Contractor shall be advised by end-user upon Notice of Award. |

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

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

Section VII. Technical Specifications
**(REFER TO THE PICC TECHNICAL
SPECIFICATIONS)**

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR. If any of the documents listed in Annex "A" are expired, updated or current versions must be included in the technical component of the bid submission;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid **(Annex "A"); and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents **(Section "B"); and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration **(Annex C"); and**
- (e) Conformity with the Technical Specifications **(Section VII**-signed on each and every page), which includes production/delivery schedule, manpower requirements, and/or after-sales/parts **(Section VI)**, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder **(Annex "D).**

Financial Documents

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

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form with Schedule of Wages of personnel for two () years

Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name _____
 Business Address _____

| Name of Contract/ Project Cost | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | Bidder's Role | | a. Date Awarded b. Date Started c. Date of Completion | % of Accomplishment | | Value of Outstanding Works / Undelivered Portion |
|-----------------------------------|--|----------------|---------------|---|---|---------------------|--------|--|
| | | | Description | % | | Planned | Actual | |
| <u>Government</u> | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| <u>Private</u> | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | Total Cost | | |

Submitted by _____
Designation _____
Date _____

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts.

Single Largest Completed Contract which is similar to the Contract to be Bid

Business Name _____
Business Address _____

[illegible]

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion and Acceptance or Official Receipt/s or Sales Invoice Issued for the Contract

Note: The Single Largest Completed Contract shall be completed within the last Five (5) years from the date of submission and receipt of bids, that is similar to Contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.

Submitted by _____

Designation _____
Date _____

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]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government*

identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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*

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

PHILIPPINE INTERNATIONAL CONVENTION CENTER

*Name of the Project: **Two (2) Year Contract for the Out Sourcing of Manpower Services for the Physical Arrangement Team***

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = P _____

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

or

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

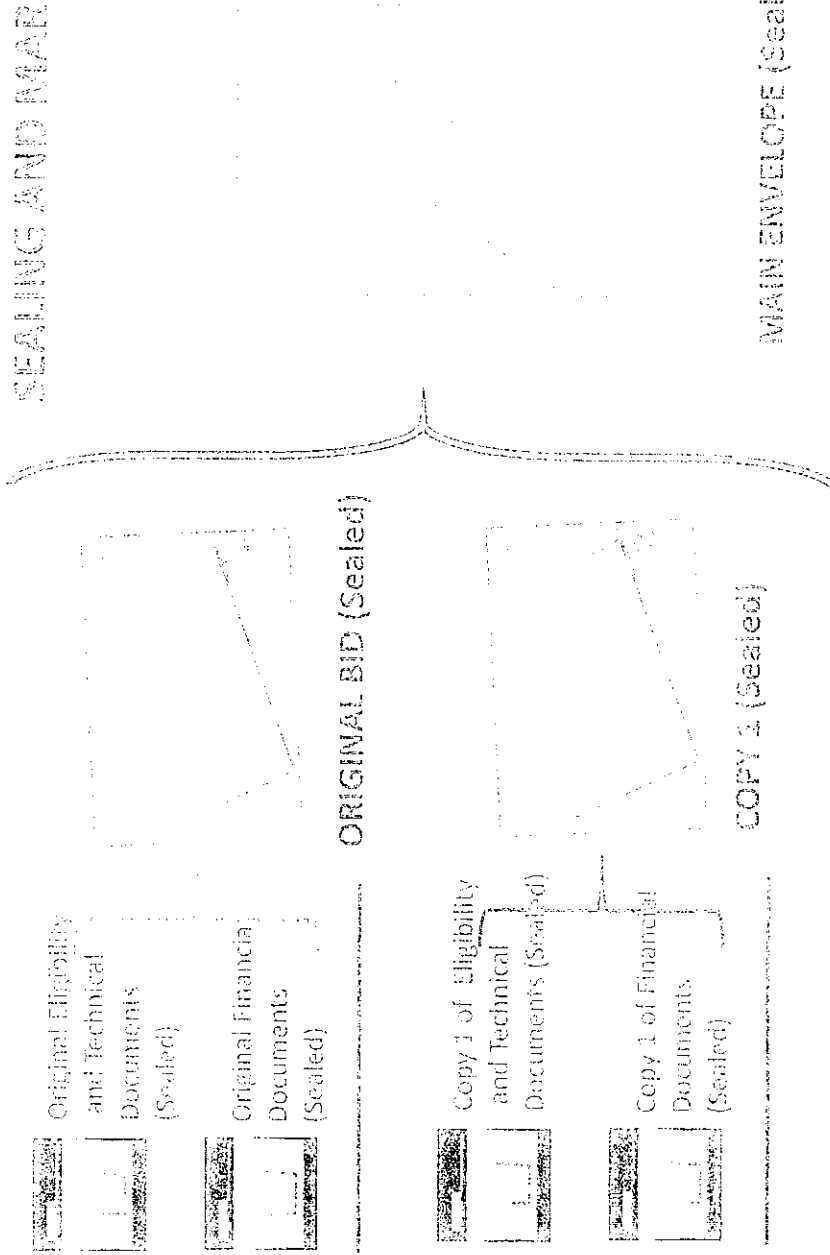
Signature of Authorized Representative

Date: _____

Note:

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

SEALING AND MARKING OF BIDS



BID FORM

Date: _____

Project Identification No.: APP2025-MC-132

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 **Two (2) Year Contract for the Outsourcing of Manpower Services for the Physical Arrangement Team** sum of:

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

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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: _____

| PICC Physical Arrangements Team | |
|---|---------------------------------|
| Billing Rates | |
| 6 days/week (313 Divisor) | Physical Arrangement Team (PAT) |
| | Utility Worker |
| Employee's Rate Per Day | |
| Amount Payable to the Employee | |
| Basic Pay | |
| Service Incentive Leave | |
| 13th Month Pay | |
| Sub-Total | |
| Amount Payable to the Government | |
| Pag-IBIG Contribution | |
| SSS Contribution | |
| PHIC | |
| ECC | |
| Sub-Total | |
| Total Amount Payable to Employee and the Government | |
| Add: Administrative Expenses (10%) | |
| Billing per Month | |
| Add: Value Added Tax (12% VAT) | |
| Total Billing Per Month | |
| Billing Rate Per Day | |

MARKETING AND EVENTS MANAGEMENT DEPARTMENT

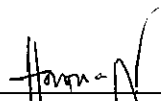
Technical Specifications for the Two (2)
Year Contract for Outsourcing of Manpower
services for the Physical Arrangement Team

APP No.: PICC APP2025-MC-132

Date: July 17, 2025

End-User

:



Paola Lizette V. Hontucan
Events Services Officer, MEMD

Technical Specifications

TWO (2) YEAR CONTRACT FOR THE OUTSOURCING OF MANPOWER SERVICES FOR THE PHYSICAL ARRANGEMENT TEAM

| Item No. | Scope of Works and Specifications | COMPLIANCE |
|----------|--|------------|
| | <p>A. TECHNICAL SPECIFICATIONS</p> <p>Qualifications of Personnel</p> <ul style="list-style-type: none"> • At least 18 years old • At least high school graduate • Physically and mentally fit (per medical examination certificate issued not more than one within (1) year prior to hiring for their contract) • Of good moral character <p>Job Description of Personnel The personnel will form part of the Physical Arrangements Team (PAT) that will be headed by the PICCI Physical Arrangements Foremen.</p> <p>Brief Job Description</p> <ul style="list-style-type: none"> • Hauls, arranges and sets up furniture and equipment to be used in the various venues as well as arrange meeting rooms/conference halls as prescribed in the approved physical lay-outs submitted by the Events Services Officers/Specialists. • Ensures proper upkeep, maintenance and storage of said furniture and event-related equipment. • Regularly inspects furniture and event-related equipment for damage and informs the Foremen of status. • Assists the Foremen in the maintenance of an accurate inventory of all event-related furniture and equipment and assists in periodic checks and inspection. • Posts signage according to instructions from the Events Services Officers/Specialists and the Foremen. • Performs such other functions as may be assigned. <p>Number of Personnel For each year, the Contractor shall provide fourteen (14) regular personnel per month for nine (9) months and sixteen (16) regular personnel per month for three (3) months, the specific months of which shall be determined and advised to Contractor before the commencement of services.</p> <p>B. SPECIAL CONDITIONS/PROVISIONS OF THE CONTRACT</p> <ol style="list-style-type: none"> 1. The PICCI may, at any time, by a written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the following: <ol style="list-style-type: none"> a. Replacement of personnel fielded by the Contractor to PICCI should it be found that personnel is/are incompetent, dishonest, physically unfit and/or inefficient; b. Increase or decrease in the number of personnel as may be deemed necessary by the end-user in the exigencies of the work, provided at least notice is given within 24 hours (for any increase) and 5 working days (for any decrease); b. Services to be provided by personnel to be deployed. | |

2. Contractor shall absorb at least fifty percent (50%) of personnel from the present Contractor as recommended by PICC-Marketing and Events Management Department.
3. PICCI shall enforce the "No work – No pay policy" for personnel who fail to report for duty, unless the Contractor provides for a replacement in lieu of the absent personnel.
4. Regular hours shall be based on an eight (8) hour work period with 1 hour break six days a week. Should PICCI, however, require the Contractor's personnel to render duties beyond the eight (8) hour work period and/or beyond six (6) days a week, PICCI shall pay the corresponding overtime pay based on the computation as authorized by the Department of Labor and Employment.
5. Contractor's personnel deployed at PICC shall, at all times, be in proper and clean uniforms as may be prescribed by the PICCI. The cost of said uniforms, i.e. at least two (2) upper clothing shall be shouldered by the Contractor and not its personnel. The Contractor shall present a prototype of the uniform for approval of PICC prior to issuance.
6. Contractor shall provide the personnel deployed at PICCI with visible and legible Contractor's identification badge with lanyard, the cost of which shall be shouldered by the Contractor and not its personnel. The said badge shall be worn by the Contractor's personnel while inside PICCI's premises.
7. Contractor shall provide for use of its personnel a bundy clock and time cards compatible with the supplied bundy clock, cost of which shall be shouldered by the Contractor and not its personnel.
8. Contractor shall provide PICCI with the list of its personnel to be assigned to PICCI with their respective bio-data, medical certificate, NBI clearance, SSS card and two (2) 1 x 1 ID pictures. All personnel shall be subject to background investigation by PICCI. In case there are incoming relievers due to long absence of a regular personnel deployed at PICC, the abovementioned documents shall also be submitted to PICCI.
9. Under no circumstance shall the Contractor allow trainees or apprentices to perform services in the premises of PICCI.
10. The Contractor shall submit itself and all its deployed personnel to PICCI to the rules and regulations of the latter on sanitation, safety and security, among others.
11. The Contractor acknowledges that each personnel deployed at PICCI by the Contractor to carry out their duties and assignments shall be paid by, and considered an exclusive employee of the Contractor. As such, the PICCI shall not be responsible whatsoever for any claim or claims for personal injury, compensation, damages, including death suffered by the Contractor's personnel or third persons, due to or occasioned by the acts of omission by the Contractor's personnel in the course of the performance of their functions. The Contractor holds PICCI free and harmless from any claim whatsoever from its personnel.

12. There shall be no employee-employer relationship between the PICCI and the Contractor's personnel assigned to the PICCI. The Contractor shall be the employer of the personnel performing services at the PICCI and shall be responsible for all the liabilities and obligations of their employees under existing laws, rules and regulations and those that may be promulgated thereafter.
13. The Contractor shall pay the corresponding wages, salaries, or compensation of the personnel assigned to PICCI as provided in the Contract. The payment shall be made even if, for one reason or another, the Contractor fails to collect periodic payment on time from PICC.
14. PICC shall have access to records of payment of salaries and/or auditorial right over the payroll of the Contractor as regards personnel detailed to PICCI.
15. For every absence of personnel, the corresponding deduction from the billing shall be made on the basis of assigned daily rate of the personnel.
16. The Contractor guarantees that the personnel deployed at PICCI shall be paid their salaries on time and in the exact amount as reflected in the payroll submitted to the PICC and which is verified by PICCI authorized staff. Any repetitive and unjustified delays of the payment of the personnel's salaries attributable mainly to the Contractor and/or the Contractor not paying the exact amount due the personnel as reflected in the payroll, shall be sufficient ground for the termination of the Contract.
17. Unless otherwise modified by law, order or proclamation, the following regular and special holidays shall be observed by PICCI with the Contractor:

Regular Holidays:

| | | |
|---------------------|---|-----------------------|
| New Year's Day | - | 1 January |
| Maundy Thursday | - | Movable date |
| Good Friday | - | Movable date |
| Araw ng Kagitingan | - | 9 April |
| Labor Day | - | 1 May |
| Independence Day | - | 12 June |
| National Heroes Day | - | Last Monday of August |
| Bonifacio Day | - | 30 November |
| Christmas Day | - | 25 December |
| Rizal Day | - | 30 December |

Other regular holidays that may be declared through the enactment of a law during the period of the Contract.

Special Holidays (if so declared a special non-working holiday)

| | | |
|--|---|--------------|
| Chinese New Year | - | Movable date |
| EDSA People Power Revolution Anniversary | - | February 25 |
| Black Saturday | - | Movable date |
| Eid'l Adha | - | Movable date |
| Eid'l Fitr | - | Movable date |
| Ninoy Aquino Day | - | 21 August |
| All Saints Day | - | 1 November |
| All Souls Day | - | 2 November |
| Pasay City Day | - | 2 December |

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| | | |
|---|---|-------------|
| Feast of the Immaculate Conception of Mary | - | 8 December |
| Last day of the Year | - | 31 December |

Except during the abovementioned regular and special non-working holidays, the PICCI will not pay the Contractor for any ceasure of work due to special announcements from any government agencies such as suspension of work due to typhoons, national emergencies, or any other calamities that may transpire, or an activity requiring work stoppage as a security measure. The PICCI policy of "No work, no pay" shall be strictly adhered to by the Contractor.

Should PICCI, however, require the Contractor's personnel to render duties on any regular and/or special non-working holiday as listed above, PICCI shall pay the corresponding overtime pay based on the computation as authorized by the Department of Labor and Employment.

18. Contractor guarantees that all the employer's share being paid by the PICCI for the Contractor, such as SSS premiums, Pag-Ibig and Philhealth contributions, and other contributions as mandated by law and the corresponding employee's share being pre-deducted, shall be remitted properly and on time to the concerned agencies. Proof of such payment shall be submitted to PICCI on or before the 7th working day of the preceeding reference month.

Any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of the Contract.

19. Contractor shall likewise guarantee that no internal rules or guidelines with regard to employee compensation, manner of payment, benefits, and the like violate any laws or government directives.

Any unjustified rule or guideline shall be sufficient ground for the termination of the Contract.

20. Should there be an increase in wages per Wage Order from the Department of Labor and Employment/National Wages and Productivity Commission, billing rate shall be adjusted accordingly which shall be the basis for payment to Contractor. Correspondingly, the Contractor shall pay its personnel assigned to PICCI the new minimum wage rate.

Should there be another mandated wage increase during the effectivity of the Contract, the rate herein agreed shall be proportionately adjusted.

21. All payments under the Contract shall be subject to the usual accounting and auditing rules and regulations of the PICCI.
22. In order to facilitate computation of salaries and processing of payment, PICCI may impose on the contractor, the use of a standard table of salary computation and billing.
23. PICCI, as a withholding agent, shall deduct and withhold the prescribed and creditable value added tax before making any payment to the Contractor as required by the Bureau of Internal Revenue.

| | | |
|---|---|--|
| | <p>24. The Contractor shall obtain all licenses and permits required by laws, rules and regulations and shall comply with the provisions of the Labor Code, Workmen's Compensation Act, and other laws, rules and regulations governing employment of labor and workmen, and in cases of death or accident, the Contractor shall relieve PICCI from any and all claims and responsibilities whatsoever in this regard.</p> <p>25. The Contractor shall be liable for any damage to and loss of PICCI property due to the willful act or negligence of any personnel deployed by the Contractor.</p> | |
| <p style="text-align: center;">STATEMENT OF COMPLIANCE</p> <p><i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</i></p> | | |

Note:

Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.