

**PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC COMPLEX 1307 PASAY CITY**



BIDDING DOCUMENTS

**TITLE: TWO YEAR CONTRACT FOR REGULAR
LANDSCAPING AND GROUNDS MAINTENANCE
SERVICES AT THE CENTER**

ABC: ₱9,135,000.00

Reference: PICC APP2022 - 16

**ITB 2022
February 15, 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 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 Regular Landscaping and Grounds Maintenance Services at the Center

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2022*, intends to apply the sum of **NINE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND PESOS (Php9,135,000.00), VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Two (2) – Year Contract for the Regular Landscaping and Grounds Maintenance Services at the Center (PICC–APP-2022-16)**. 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 February 28, 2022 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of Ten Thousand Pesos (Php10,000.00)*. The PICC shall allow the bidder to present its proof of payment for the fees *by furnishing the PICC-BAC a copy of the Official Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on March 7, 2022 at 10:00 a.m. Meeting Room 10 (MR-10), 3RD Floor Delegation Building, PICC and/or through videoconferencing/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 March 21, 2022 at 9:30 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 March 21, 2022, at 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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 (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph
12. You may visit the following websites:

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

[Date of Issue]


MELPIN A. GONZAGA
Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Two (2) – Year Contract for the Regular Landscaping and Grounds Maintenance Services at the Center* with identification numbers *PICC APP-2022-16*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2022 in the total amount of Php9,135,000.00.
- 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**.

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.

¹

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.

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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ol style="list-style-type: none"> 1. Duly Licensed Filipino citizens/sole proprietorships; 2. 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; 3. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stocks belongs to citizens of the Philippines; 4. Cooperative duly organized under the laws of the Philippines, and of which at least sixty percent (60%) interest belongs to the citizens of the Philippines; 5. Company must be a Landscape Contractor with a minimum of five (5) years experience in landscaping and ground maintenance;
5.3	<p>For this purpose, similar contract shall refer to landscape and grounds maintenance services.</p> <p>The Bidder must have completed, within the last five (5) years a single contract, that is similar to this project the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
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> <ol style="list-style-type: none"> a. The amount of not less than ₱182,700.00, 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 ₱456,750.00 if bid security is in Surety Bond
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<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 March 21, 2022 at 9:30 a.m.</p>



17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM MR10, 3rd Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is March 21, 2022 at 10:00 a.m.</p> <p>In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.</p>
19.3	<p>Total ABC is NINE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND PESOS (PhP9,135,000.00), VAT Inclusive. Any bid with a financial component exceeding this amount shall not be accepted.</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 2020 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Certificate of Ocular Inspection; d. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last five (5) years, if any; and e. Company Profile showing among others: <ol style="list-style-type: none"> 1. That the bidder is a Service Contractor with a minimum of five (5) years' experience in landscaping and ground maintenance; 2. That Technical Personnel such as but not limited to Horticulturists, Arborists, Landscape Architects and Agriculturists must be licensed and in the employ of the Contractor who will do periodic visits as or when required by PICC; 3. That the bidder has maintained plant and tree nurseries with an aggregate coverage area of 1,000 square meters for the past three (3) years, please indicate the location of the nurseries; <ul style="list-style-type: none"> • Designed not more than three (3) landscape project with a coverage area of 1,000 square meters in the past three (3) years; • Implemented/executed not more than three (3) landscaping designs with a coverage area of 1,000 square meters in the past three (3) years; • Maintained a minimum of three (3) landscaped area (with various ornamental plants, trees, etc.) with an aggregate coverage area/s of 1,000 square meters in the past three (3) years. (please indicate the name/s and addresses of client/s, nature of contract, date of



	<p>contract, telephone number/s, contact person and total landscape area in square meters for each project);</p> <p>f. Pictures of the above-mentioned projects;</p> <p>g. List of other similar completed contracts for the past three (3) years;</p> <p>h. Profile of all personnel to be assigned to PICC if awarded the contract and proof of training or certificate, including all technical personnel such as but not limited to: Horticulturist, Arborist, Landscape Architects and Agriculturist;</p> <p>i. Inventory of all supplies, tools and equipment available for use in PICC, with specifications and pictures of samples for the tools and equipment. PICC may, at its option, inspect the said vehicles, equipment, tools & supplies and the contractor's storage area;</p> <p>j. Proposed methodology for the landscape and ground maintenance services;</p> <p>k. Copy of Certificate of Registration of chainsaw</p>
21.2	No additional requirement



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 data-bbox="352 416 1050 450"><i>COMPENSATION AND MANNER OF PAYMENT</i></p> <p data-bbox="352 488 1362 965">PICC will conduct a performance audit based on the Service Level Agreement (SLA). The SLA and monthly accomplishment reports will be used as an attachment for the billing. A satisfactory rating of 90% is required for processing of the audited month. A rectification period of 48 hours, or as agreed upon with PICC, is given to the CONTRACTOR in case it fails to acquire the satisfactory rating. Payment for the audited month is postponed until rectification period is completed and SLA performance is re-evaluated. If after the rectification period, the CONTRACTOR still failed to reach the satisfactory rating, deductions will be made accordingly based on the percentage of services unsatisfactorily rendered. Delay due to non-responsiveness, with due notice, cannot be rectified. After three (3) consecutive months of rating below 80%, which is a violation of the Service Level Agreement, PICC has the right to terminate the contract accordingly.</p> <p data-bbox="352 1003 1362 1256">For services rendered by the CONTRACTOR, PICC shall make monthly payments at the end of each month after PICC has received a billing statement in duplicate, supported with a certification, under oath, that all its workers who are subject of this Contract have been paid in accordance with pertinent and prevailing laws, rules and regulations. The said certification shall likewise state that the CONTRACTOR has no outstanding obligations to any of such workers as of the date of the billing statement.</p> <p data-bbox="352 1294 1362 1406">Payment of salaries to the grounds and landscape maintenance personnel assigned to PICC by the CONTRACTOR shall be made through a Commercial bank's ATM/Megalink access facility for ATM services of its personnel.</p> <p data-bbox="352 1444 1362 1556">The CONTRACTOR's Accountant or Bookkeeper shall submit the billing statement with attachments within seven (7) working days after the end of each billing period.</p> <p data-bbox="352 1594 1362 1662">For the first billing, processing of payments will be supported with the following documents:</p> <ol data-bbox="427 1662 1362 1989" style="list-style-type: none"> a. CONTRACTOR's Billing Statement; b. Certified Photocopy of the Notice of Award and Notice to Proceed; c. Certified Photocopy of notarized Contract (with attachments) between PICC and the CONTRACTOR; d. Performance Security issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and e. Certificate of Deposit issued by a Commercial Bank with ATM/Megalink access facility.

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

- a. CONTRACTOR's Billing Statement;
- b. Proof of deposit of salaries and/or benefits to the ATM account of the personnel.
- c. Certification of Balance of Bank Deposit of the CONTRACTOR's depository bank with ATM/Megalink access facility;
- d. Certification from FPD representative that no infractions or violations were committed by CONTRACTOR for the month covered by the billing period.
- e. Proof of delivery of supplies and materials duly acknowledged/signed/received by the FPD authorized representative.
- f. Affidavit under oath that the CONTRACTOR has complied with the provisions of law, with regards to its personnel assigned at the PICC, on labor standards pertaining to compensation, overtime pay and other benefits.
- g. Certified True Copy of SSS official receipt for SSS remittances or special bank receipt together with SSS R5 Form with the list of personnel assigned to the Center paid up for;
- h. Certified True Copy of official receipt for Pag-ibig remittances with the list of personnel assigned to the Center paid up for;
- i. Certified True Copy of official receipts issued by Employee's Compensation Commission (ECC) and Philhealth (Medicare) for Remittances with the list of personnel assigned to the Center paid up for; and
- j. Certified True copy of BIR official receipt for Remittances for Withholding Tax with the list of personnel assigned to the Center paid up for.

The CONTRACTOR hereby guarantees that all employer's share being paid by PICC for the CONTRACTOR, such as SSS premiums, Pag-ibig, Philhealth, and others and the corresponding employee's share being pre-deducted, shall be remitted properly and promptly to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of this Contract.

All payments under this Contract shall be subject to the usual accounting and auditing requirements of PICC.



3	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the following forms:</p> <table border="1"> <thead> <tr> <th data-bbox="352 409 887 521">Form of Performance Security</th><th data-bbox="887 409 1358 521">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th></tr> </thead> <tbody> <tr> <td data-bbox="352 521 887 633">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td><td data-bbox="887 521 1358 633">Five percent (5%)</td></tr> <tr> <td data-bbox="352 633 887 734">Bank draft/guarantee issued by a Universal or Commercial Bank</td><td data-bbox="887 633 1358 734">Five percent (5%)</td></tr> <tr> <td data-bbox="352 734 887 947">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="887 734 1358 947">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%)
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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%)								
4	<p>Inspection and Tests</p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.</p>								
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

Section VI. Schedule of Requirements

Item Number	Description	Contract Duration
One (1) lot	TWO (2) YEAR CONTRACT FOR REGULAR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES AT THE CENTER	Contract shall be binding and effective from May 1, 2022 to April 30, 2024.

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

Section VII. Technical Specifications

Item No.	Article /Description	COMPLIANCE
1	<p>Two (2) – Year Contract for Regular Landscaping and Grounds Maintenance Services at the Center</p> <p>SCOPE OF SERVICES</p> <p>APPROXIMATE AREA OF COVERAGE: The total grounds and landscaped area to be maintained by the CONTRACTOR is 62,239.83 sq. meters plus 20,118.32 sq. meters of roof/view decks and roof tops.</p> <p>Areas to be serviced</p> <p>The CONTRACTOR shall perform quality regular cleaning of outside premises, landscape, and other related services at the following areas:</p> <ul style="list-style-type: none"> • East and West APEC Sculpture Gardens • Center Lawn fronting the Delegation Bldg. • The Courtyard • The Garden • Nursery area • Roads (Juan Arellano St. and Leona Florentino St.) • All Walkways/Pathways/Driveways • All parking areas within the perimeter • Power House vicinity including inner courtyard • Quad Entrances • All reflecting pools/ponds/lagoons surrounding the PH/RH Buildings • Greenhouse • Main garbage disposal area • Delegation Building Roof Deck • Delegation Bldg. Canopy Roof Deck • Secretariat Building Roof Deck • Reception Hall Roof Top • Plenary Hall Roof Top • Power House Roof Top • Delegation and Secretariat Switching Vaults Roof Deck • Old Compost Area • New parking roof in Delegation and Secretariat Parking Areas. • Delegation Building View Deck • Service Pantry Roof Deck • Perimeter area of STP Building • Landscape around Forum Tent • East and West Secretariat Parking landscape • All other landscaped/ indoor/ pocket garden set-ups in different areas of the Center 	

Vehicles, Equipment, Tools & Supplies, and Manpower

The vehicles, equipment, tools and supplies to be used in the performance of the aforementioned services, including its corresponding repairs and maintenance, shall be for the exclusive account of the CONTRACTOR.

The CONTRACTOR shall deliver at the premises of the center, the vehicles, equipment, complete sets of tools and supplies listed in the management system it designed, within fifteen (15) calendar days from receipt of the Notice to Proceed from PICC. If at the end of the grace period, the CONTRACTOR fails to deliver such, then this Contract shall be canceled and the award shall be issued to the second ranked complying and responsive bidder.

In the event of breakdown of any tools/ equipment assigned to the Center, the **CONTRACTOR** shall, within eight (8) hours from advise of such breakdown, either assign a replacement unit or immediately commence with the repair of said equipment and, if possible, restore the same to its working condition within twenty-four (24) hours.

Skilled manpower deployment shall be determined and provided by the CONTRACTOR to ensure that the requirements of PICC are met. The CONTRACTOR shall comply with all existing labor laws, Workmen's Compensation Act and other laws, rules and regulations governing employment of labor and workmen.

Specific Conditions for Grounds and Landscape Maintenance Services

The **CONTRACTOR** must provide a well maintained outdoor environment by ensuring that the grounds, the nursery, and greenhouse are orderly and clean, all plants are healthy and attractive and the trees healthy, robust and professionally pruned or cut.

1. Provision of grounds and landscape maintenance services to meet the following results:
 - a. All outdoor areas are free of dried leaves, litter, debris and garbage by 7:00 AM or on schedule required by PICC with a follow-up cleaning as needed. All outdoor areas must be maintained clean and free of litter especially during actual time of events and after event egress.
 - b. All shrubs and groundcovers are maintained looking healthy, robust, and free from signs of diseased leaves and infestation. CONTRACTOR shall perform effective and efficient plant nutrition and pest management;
 - c. Economy in the use of water is observed when watering the plants with water discharged by sprinklers not reaching any

path walks or windows, and within the softscape area only. No sprinklers, water hoses, and faucets is left open with no gardener attending to the area.

- d. Watering of indoor plants shall be done not later 9:00 AM in the morning.
- e. The CONTRACTOR shall advise PICC one (1) week prior to any pesticide application procedures. All chemicals to be used are FPA (Fertilizer and Pesticide Authority) registered with a Certified Pesticide Applicator on the employ of the Contractor who will submit the proposed schedule, mode of application, and formulations of the pesticide to be applied.
- f. The Product Data Sheet and Material Safety Data Sheet (MSDS) of all chemicals to be used in the Center must be available at the Grounds storage for ready reference at all times.
- g. All landscape areas within the Center and including those along the perimeter fence are free of litter, misplaced stones, debris and weeds;
- h. All shrubs and groundcovers are kept trimmed to maintain the original landscape design intent at all times;
- i. Reflecting ponds are free of litter at all times and algae growth is maintained at an acceptable level. Removal of silt and washing of Codo stones performed twice a year or as needed;
- j. All areas of passage are free from obstruction;
- k. Trees should be maintained healthy, robust and free from signs of disease and infestation including termite. CONTRACTOR shall perform necessary pruning following ANSI A300 standards and taking into consideration safety, security, tree health and aesthetics to be scheduled at two (2) working days per month. All tree pruning activities shall be advised at least one (1) week prior. Density of the tree canopy must be maintained as such that the plants underneath still have ample sunlight for healthy growth. Use of equipment for tree pruning such as chainsaw, scaffolds, and manlift must be supervised by a forester or arborist with basic safety training. Chainsaw(s) to be used must have a Certificate of Registration from DENR.
- l. All twigs and branches of 6" diameter or less cut after pruning are chipped into mulch. Branches or trunks more than 6" diameter are piled in designated areas in PICC grounds;
- m. All palms are maintained free of brown, dried and drooping fronds.
- n. Lawn areas are kept free from litter, stones and debris;

- o. Grass is cut and maintained at 2 to 3 inches height at all times, with no bald patches.
- p. Grass cutting/ lawn mowing are done on days where there are no events in the area.
- q. Lawn is aerated at least once per contract year;
- r. Paved areas such as The Garden, Courtyard, and pathwalks are kept free of algae and silt;
- s. Nursery is kept and maintained operational to provide plants for replanting of damaged/withered plants and trees at the Center, provide necessary treatment for plants balled out from different areas, re-landscaping activities, and plants to be used indoor pocket gardens set-ups;
- t. The plant nursery and greenhouse is maintained organized and clean at all times. A designated growing area, preparation area, and staging area should be identifiable in the nursery.
- u. An inventory of all the plants propagated, staged, recovered, and purchased shall be maintained, with all items listed
- v. Creating/setting up of at least ten (10) indoor/outdoor pocket gardens with an average area of 2 sq.m. daily or 3,650 set-ups in a year, or whenever necessary and without disturbance to on-going events for either set-up or pull-out.
- w. Setting up of 4 to 10 corner potted plants to any rooms and hallways with events or as required; the required number of set-ups as to pocket gardens and corner plants may complement each other as the case may be.
- x. Plants set-ups must be pulled out immediately after each event where it is used or before the set-up time of the following event whichever is earlier, even at night time.
- y. Other landscape maintenance related activities such as mulching, edging, guying or propping, ball-out and relocation of small trees with maximum caliper size of ten (10) centimeters for deciduous trees and a maximum of fifteen (15) centimetres for palms are carried-out whenever necessary.
- z. Outdoor trashbins/ receptacles must be maintained presentable. Disposal and maintenance of garbage site must follow the following segregation: landscape debris, dry waste, food waste, and residual wastes. Landscape wastes should be kept to a minimum with smaller wastes be composted.

- aa. Fruits, coconut, vegetables and herbs are harvested within the perimeter of the PICC Complex and turned over to the Grounds Maintenance Coordinator of PICC. A record of such harvests is maintained;
- bb. CONTRACTOR should have the capability to propose enhancement works on landscape and pocket gardens;
- cc. CONTRACTOR will maintain the PICC dumpsite orderly and control the odor emanating to an acceptable level. PICC shall ensure that all contractors/service providers in the Center will follow sanitation requirements to manage the dumpsite
- dd. Coordination with the Bureau of Plant Industry (BPI) and/or Fertilizer and Pesticide Authority (FPA), and/or Department of Environment and Natural Resources (DENR) as regards to plant and soil pest control and other special landscape maintenance activities (e.g. balling-out or cutting of trees, rejuvenating of trees, etc.) which may need their permission before implementation;
- ee. CONTRACTOR should be able to provide additional watering implements to ensure that all lawn areas, shrubs and groundcovers are watered according to their water requirements during the summer/dry season;
- ff. CONTRACTOR will not be held liable for any damages or delays due to force majeure. Typhoon assistance shall be provided by the CONTRACTOR to ensure that the complex's roadways are free of obstructions and unsightly debris after typhoons;
- gg. CONTRACTOR will deliver softscape materials worth P600,000.00, hardscape materials worth P200,000.00, and various sizes of seedling bags or soft pots worth P200,000.00 within the contract year upon the request of PICC.
- hh. CONTRACTOR should be able to provide additional manpower complement during big events to follow up on cleaning, setting-up of plant requirements and pulling out of set-ups as deemed necessary by PICC.
- ii. A CONTRACTOR representative is always available on call to receive any requirements from PICC via a cellular phone for easy communication and reporting between CONTRACTOR representative and PICC representative.

jj. The CONTRACTOR shall provide:

Two (2) units – Cellular Phone with unlimited call, text and data plan for each unit with 10 to 15 hour battery time, handy, clear frequency/connection, capable of Viber or Messenger application, camera with at least 8 megapixels and with individual charger per unit. (Disconnection should not be more than 24 hours. Excess of the said hours will be charged a penalty).

The signal of the said provider should be dependable/reliable especially in connectivity (Note: units provided should be provided to 2 PICC personnel to be used strictly for work related activities only. Should the Cellular phones be disconnected a penalty of THREE HUNDRED PESOS (P300.00) per day per unit shall be deducted from the CONTRACTOR billing per month. The cellular phone units are to be replaced annually only the sim card are to be retained.

REPORTS

- a. Weekly schedule of activities/operations
 - b. Monthly accomplishment reports for regular landscape and grounds maintenance and plant inventory.
 - c. Monthly nursery inventory
 - d. Quarterly accomplishment reports for tree servicing and special requests/job orders.
 - e. Product data sheet and material safety Data Sheet for all chemicals being used in the landscape
2. Follow the Environmental/Ecological Solid Waste Management Programs of PICC and Pasay City.

PICC shall, at all times, have the right to inspect the quality of work and performance of the CONTRACTOR; decide any and all questions which may arise as to the quality or acceptability of the services rendered; and require immediate corrective action.

The CONTRACTOR shall deploy manpower complete with the necessary Personal Protective Equipment (PPE) for the health and safety of their grounds and landscape personnel. Minimum PPE requirements per activity shall be required:

A. Regular Landscape and Grounds Maintenance

1. Caps/Hats
2. Raincoat (during rainy season)
3. Safety Goggles/Face Shield (for mechanized grasscutter operators, if applicable)

4. Garden Apron (for mechanized grasscutter operators, if applicable)
5. Rubber boots (during rainy season and for mechanized grasscutter operators)
6. Gas Mask (for pesticide applicators)
7. Rubber Gloves (for pesticide applicators)
8. Dust Mask (for mechanized blower operators, if applicable)
9. Ear plug/muff (for mechanized equipment operators, if applicable)

B. Tree Care Services

1. Raincoat (during rainy season)
2. Safety Goggles/Face Shield (for chainsaw operators)
3. Safety Shoes (for chainsaw operators)
4. Rubber boots (during rainy season)
5. Climbing Equipment and Safety Harness (for tree servicing operations)
6. Hard Hats
7. Gloves (for bucking)
8. Ear plug/muff (for chainsaw operators, if applicable)

Should an employee of the CONTRACTOR be found not wearing his Personal Protective Equipment (PPE), PICC shall request for postponement of the activity to be performed.

The Contractor shall warrant that all plant material provided under this Contract is healthy and in flourishing condition. Warranty of plants shall be covered within three (3) months after delivery date.

Water and electric power consumption shall be for the exclusive account of PICC. It is understood, however, that the CONTRACTOR shall exercise economy in the use of water and electricity by instructing and/or directing assigned service personnel to use water at a minimum requirement at all times.

The CONTRACTOR may be required by PICC to increase or decrease the number of gardening supplies, tools and/or equipment if, in the judgment of PICC, such increase or decrease is warranted so as to obtain the highest standard or job performance from the CONTRACTOR.

CANCELLATION/TERMINATION

The CONTRACTOR agrees that all the covenants and stipulations contained in this Contract shall be deemed as conditions and that if default or breach is made of any such conditions, then this Contract, at the discretion of PICC, may be terminated and cancelled after a prior written notice of at least thirty (30) days to the CONTRACTOR. Upon such termination, the Performance Security

shall be made answerable for whatever damages PICC shall suffer by reason of termination of the Contract. Unsatisfactory performance based evaluation conducted by the FPD of PICC in accordance with criteria mutually agreed upon by the parties, shall also be considered a ground for termination of this Contract.

DISQUALIFICATION

If this Contract is terminated by reason of an act or omission by the CONTRACTOR, the CONTRACTOR or any of its affiliates shall no longer be qualified to participate in future biddings of PICC for the grounds and landscape maintenance services.

OBSERVANCE OF LABOR LAWS AND LIABILITY FOR DAMAGES

The CONTRACTOR shall obtain all required licenses and permits and comply with the provisions of all existing labor laws, Workmen's Compensation Act and other laws, rules and regulations governing employment of labor and workmen. In case of death or injury due to, occasioned by, the fault in negligence of the CONTRACTOR or by its personnel, the CONTRACTOR shall relieve PICC from any and all claims and responsibilities whatsoever in this regard.

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

NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employee-employer relationship between PICC and the personnel of the CONTRACTOR detailed at the Center. The CONTRACTOR shall be the employer of its personnel rendering service at PICC and shall be responsible for all the liabilities and obligations of the employer under existing laws, rules and regulations and those that may be promulgated thereafter.

CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall submit for the approval of PICC a list of its personnel including management and company vehicles that may be deployed at the Center during the contract period.

All the personnel should be physically and mentally fit, dedicated, disciplined, respectful, of good moral character, honest, reliable, competent, and of cooperative disposition. Personnel must at least be high school graduates, have an experience in grounds and landscape maintenance for two years. A resume, NBI Clearance, Police Clearance, and Barangay Clearance with similar data declared, of each personnel must be submitted to the Assistant Director of the FPD, PICC for approval and subject to an on-the-

spot test and interview. Any personnel not on the pre-approved list must submit first his/her resume and the same clearances one week prior to deployment.

PICC, however, reserves the right to demand the immediate replacement of any assigned worker who, in its opinion, is wanting in competence, with questionable honesty/integrity or whose services will be prejudicial to the interest of PICC.

Under no circumstances shall trainees/apprentices be allowed to perform ground and landscape maintenance services at the Center.

Only the CONTRACTOR's employees from an approved list initially submitted shall be allowed access to the premises of the Center only during their respective work schedules, as approved by PICC, and shall confine themselves within their respective assigned areas of works. To assure strict compliance herewith, supervisors for each area must have in their possession at all times during their scheduled hours of work, a landscape and outside premises plan indicating the names of workers assigned to their respective areas.

The CONTRACTOR's employees shall at all times be in proper and clean uniforms. For purpose of identification, only one type of uniform and color scheme shall be adopted which will be subjected for approval by the PICC's authorized representative. The uniforms shall be provided by the CONTRACTOR at its own expense. Likewise, the CONTRACTOR shall provide their employees with the proper identification cards upon completion of such pre-requisites, as may be required by the Security Officer of PICC.

The required schedule and flow of work shall be presented to PICC and adhered to strictly by the CONTRACTOR.

The CONTRACTOR shall duly advise PICC within a reasonable time thereafter of the cause or causes of the removal or separation from the service of any of its workers and/or supervisor and/or head gardener.

The CONTRACTOR must submit its Guidelines on Employee's Code of Discipline and Conduct together with penalties.

The CONTRACTOR agrees to submit itself, its representatives and all its workers to the rules and regulations of PICC on sanitation, security and safety.

CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for, and shall indemnify PICC of any and all damages, injuries or losses that may be suffered or sustained by any person due to the misconduct, negligence, inefficiency, breach of trust or dishonesty of the

CONTRACTOR's employees committed in the performance of their duties.

MISCELLANEOUS PROVISIONS

It is understood that the failure of PICC to demand compliance with any of the terms and conditions stipulated in this Contract shall not be considered a waiver on its part for the enforcement thereof.

The CONTRACTOR shall comply with reasonable instructions relative to its operations as may from time to time be given by PICC.

The CONTRACTOR shall not assign the fulfillment of its obligations hereunder to any other party or parties.

Statement of Compliance

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Certified Photocopy of the Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); if any of the documents mentioned in Annex "A" is not current, the new document should be submitted
Or in case of expired PhilGEPS Registration Certificate (Platinum Membership);
- ☐ (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).

Provided, that the current PhilGEPS Registration Certificate (Platinum Membership) shall be part of the post-qualification documents to be submitted by the Lowest Calculated Bidder

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 (*Annex "A"*); 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 (*Annex "B"*); 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 (*Annex "C"*); and
- ☐ (h) Fully accomplished Section VI (Schedule of Delivery Requirements) and Section VII (Technical Specifications), signed on each and every page; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (*Annex "D"*); 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 immediately preceding calendar year; and
- ☐ (k) 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

- ☐ (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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form;

ANNEX "B"

SINGLE LARGEST COMPLETED CONTRACT
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:
Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion 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 the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.

Submitted by:

(Printed Name & Signature)

Designation:

Date:

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (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.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this__day of____, 20__at
_____, Philippines.

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practi

PHILIPPINE INTERNATIONAL CONVENTION CENTER

Name of the Project: *Monthly Preventive Maintenance of X-Ray Machines and Walk-Through Metal Detectors*

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = P _____

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

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

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

BID FORM

Date: _____

Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Two (2) – Year Contract for the Regular Landscaping and Grounds Maintenance Services at the Center* the sum of:

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

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

or the total calculated bid price, as evaluate 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, 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: _____