



PHILIPPINE ECONOMIC ZONE AUTHORITY
BAGUIO CITY ECONOMIC ZONE

**Removal, Transport,
Storage, and Disposal of
Decommissioned PEZA-
Owned Distribution
Transformers Classified as
PCB Wastes**

November 2021

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Philippine Economic Zone Authority – Baguio City Economic Zone

INVITATION TO BID FOR *Removal, Transport, Storage, and Disposal of Decommissioned PEZA-Owned Distribution Transformers Classified as PCB Wastes*

1. The *Philippine Economic Zone Authority - Baguio City Economic Zone (PEZA-BCEZ)*, through the *Corporate Operating Budget 2021* intends to apply the sum of *Eight Million Five Hundred Ten Thousand Pesos Only (Php 8,510,000.00)* being the ABC to payments under the contract for *PR21-11-091*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Economic Zone Authority - Baguio City Economic Zone* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Three Hundred Sixty (360) days*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *the PEZA-BCEZ* and inspect the Bidding Documents at the address given below during *Mondays – Fridays 8 am to 5 pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 27, 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos Only (Php 10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *PEZA-BCEZ* will hold a Pre-Bid Conference on *December 6, 2021 2 pm* at the *3F Conference Room, Administration Building, Baguio City Economic Zone* and/or through video conferencing or webcasting *via Microsoft Teams*, which shall be open to prospective bidders. Interested virtual attendees may email bcezbacsec@peza.gov.ph

to signify their intent, and shall be provided with the meeting link **thirty(30) minutes** before the set conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *December 20, 2021 1pm*. 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 *December 20, 2021 1:30 pm* at the given address below and/or via *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Philippine Economic Zone Authority - Baguio City Economic Zone* 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:

Mariam Vanessa A. Meneses
Environmental Health and Safety Division
bcezehsd@peza.gov.ph
(074)447-3334

12. You may visit the following websites:

For downloading of Bidding Documents: <http://www.peza.gov.ph/bid-opportunities>

November 27, 2021

(ORIGINAL SIGNED)
ENGR. PAUL M. CODAMON
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority - Baguio City Economic Zone* wishes to receive Bids for the ***Removal, Transport, Storage, and Disposal of Decommissioned PEZA-Owned Distribution Transformers Classified as PCB Wastes***, with identification number ***PR21-11-091***.

The Procurement Project (referred to herein as “Project”) is composed of [*indicate number of lots or items*], the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Operating Budget 2021* in the amount of **Eight Million Five Hundred Ten Thousand Pesos only (Php 8,510,000.00)**.

2.2. The source of funding is:

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:

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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *five(5) 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 the **BDS**.
- 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 the **BDS**.

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: 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 until *[indicate date]*. 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.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

20.2. 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> - <i>Removal, Transport and Offsite Treatment/Disposal of PCB Contaminated Transformer with 10 MVA minimum rating compliant with DENR-EMB Regulations</i> <p>a. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	N/A
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 170,200.00 [<i>amount equivalent to two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 425,500.00 [<i>amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.
19.3	The Project shall be awarded as one whole lot with an ABC equivalent to Eight Million Five Hundred Ten Thousand Pesos only (Php 8,510,000.00)
20.2	<i>Please refer to Section VII. Technical Specifications, Item 1 and 2</i>
21.2	<ul style="list-style-type: none"> a. Program of Work (e.g. duration/schedule of activities, personal protective equipment to be shouldered by contractor, safety and health program to be submitted to BCEZ-EHSD). b. PCB Spill Prevention and Clean-up Plan c. List of personnel to be assigned during hauling in PEZA-BCEZ and certificate of DENR training certificate d. Certificate that the Bidder is at least five (5) years in the general service industry & is able to undertake the project. Attach Notice of Award/Work Order/Notice to Proceed e. Valid TSD Registration Certificate issued by DENR-EMB to perform transport, storage and disposal of PCBs f. Certificate of Satisfactory Performance from previous &

	<p>current contracting agency</p> <p>g. Winning bidder shall provide update/report to PEZA vis-à-vis status of application of Permit to Transport from BCEZ to a designated Storage Facility and Disposal Facility.</p> <p><i>h.</i> Notification to EMB-CAR during the hauling and transport (in coordination with PEZA-BCEZ)</p>
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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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that

	<p>this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be as follows:

Billing Payment	Work Requirements	Percentage Equivalent of the Contract Price	
		Particulars	
First Payment: 30% of the Contract Price	Upon removal of all PCB contaminated equipment materials from PEZA-BCEZ (includes mobilization, labor and supervision, materials and equipment including personal protective equipment, transport, permitting fees and 24.4533% of the Local Decontamination Fee)	Mobilization	1%
		Labor and Supervision	3.53%
		Materials and Equipment including PPE	7.05%
		Local Transport	2.82%
		Permitting	4.70%
		Partial Decontamination	10.90%
Second Payment: 40% of the	Upon presentation of Bill of Lading (Ship-out) including Basel Convention	Complete Decontamination	33.69%

	Contract Price	Transport Movement: documentation, transit country permits, DENR-Export Clearance & Dangerous Cargo Packaging List and upon presentation of the signed Hazardous Waste Manifest (as applicable & issuance of Certificate of Treatment for locally treated wastes.	Treatment and Disposal of PCB Oil (partial)	6.31%
	Final Payment: 30% of the Contract Price	Upon presentation of the signed and DENR Approved/Received Hazardous Waste Manifest and Certificate of Completion of Treatment and/or Decontamination for exported PCB Wastes	Completed Treatment and Disposal of PCB Oil	30%
				100.00%
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>			

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Permitting</p> <p>i. Obtain a Permit to Transport (PTT) for the PCB wastes from the DENR Environmental Management Bureau; and</p> <p>ii. Secure all permits for the required under the Basel Convention on the Control of Trans-boundary Movements of Hazardous Wastes as applicable, including obtaining necessary permits from concerned foreign environmental authorities.</p> <p>iii. Obtain permits from the DENR and the various foreign environmental authorities concerned.</p> <p>iv. Apply for and secure permits, including payment of necessary fees, bonds and/or insurance (if any) in compliance to all rules and regulations as required by oversight agencies for the project.</p>			
2	<p>Draining and Packaging Works</p> <p>i. Establish site perimeter and install warning signs.</p> <p>ii. Provide personnel with the required PPEs.</p>			

	<p>iii. Place the required spill containment measures such as basins, temporary bund walls and plastic sheets at the work area.</p> <p>iv. Drain as much as oil as possible from the equipment, tanks and drums into brand new UN-approved steel drums using a low-pressure motor pump.</p> <p>v. All PCB items (drums, transformers and parts) will be labeled in accordance with local and international requirements.</p>			
3	<p>Transfer to TSD Facility</p> <p>i. Upon obtaining the PTT and manifest form(s), PCB wastes may be transported to Storage Facility.</p> <p>ii. Each PCB item shall be loaded and unloaded using a drum lifter, forklift, crane or other appropriate method to container vans for shipping.</p> <p>iii. At the TSD Facility, PCB items are stored in an orderly and safe manner, with the necessary spill containment measures in place.</p> <p>v. Low-contamination metals shall be segregated and decontaminated/ tested at the TSD Facility (for issuance of PCB- Free Certificate).</p>			
4	<p>Transport, Storage and Disposal</p>			

	<p>i. Ensure that appropriate PPEs are used when handling PCBs.</p> <p>ii. PCB wastes must be properly packaged to prevent leakages or releases to the environment;</p> <p>iii. Prepare the PCB Spill Prevention and Clean-up Plan and submit to PEZA prior to the hauling of the distribution transformers to ensure that spill containment measures are available and sufficient to contain liquid wastes, if spilled;</p> <p>iv. All PCBS must be labelled accordingly and must comply with the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals;</p> <p>v. Transport the transformers to the designated DENR-permitted PCB Storage Facility;</p> <p>vi. Storage facility must be properly maintained and PCB wastes collected from PEZA-BCEZ must be stored in an orderly and safe manner until they are ready for transport.</p>			
5	<p>Treatment and Disposal (as applicable)</p> <p>i. Transport of PCB wastes to treatment facility must comply with requirements under Basel Convention;</p> <p>ii. Ensure proper documentation of the</p>			

	<p>transport, treatment and disposal of wastes;</p> <p>iii. Monitor status of the transport, treatment and disposal and submit to PEZA a report including shipping documents and photos; and</p> <p>iv. Issue a Certificate of Treatment (COT) and/or Certificate of Disposal (COD) or its equivalent that is duly approved by the EMB together with the other pertinent documents attesting that the distribution transformers have been properly treated and disposed.</p>			
6	<p>Export and Disposal (as applicable)</p> <p>i. All PCB-containing oil and porous parts shall be disposed in accordance with DENR Regulations.</p> <p>ii. For Disposal thru Export, once the Export Clearance is obtained from the DENR-EMB, the wastes may be loaded for shipment to TREDI in St. Vulbas, France/other country capable of treating PCB-contaminated wastes upon submission of applicable permits/proof of capability.</p> <p>iii. PCB items are loaded into shipping containers according to IMDG requirements, including the use of bracing and spill-containment trays.</p> <p>iv. Environmentally-sound decontamination and destruction of wastes is</p>			

	conducted using DENR-approved treatment procedure for PCB wastes. v. Certificate of Elimination/Treatment shall be issued.			
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Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		<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. 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.]</i></p>
1.	<p>MINIMUM REQUIREMENTS OF THE CONTRACTOR</p> <p>a. Qualification</p> <p>i. In order to qualify and participate in the bidding of this service contract, the contractor must be a DENR-recognized transporter with TSD facility for PCB wastes.</p> <p>ii. The contractor must have valid permits and clearances from the DENR, other concerned</p>	

	<p>government agencies and local government units specifically permitting their hazardous waste management operation.</p> <p>iii. The following Permits and Accreditation shall be submitted:</p> <ol style="list-style-type: none"> 1. Chemical Control Order (CCO) Registration as PCB Management Service Provider 2. Transporter's Registration Certificate 3. TSD Facility Registration of PCB Storage Facility <p>b. Other Support Services Required</p> <p>The contractor must also be able to provide other services which are not mentioned above but which are necessary to complete the work and shall be included in the submitted proposal. It is the responsibility of the firm to anticipate and include other items which may have been missed out in this Terms of Reference but are necessary to complete the service contract.</p>	
2.	<p>SCOPE OF WORK</p> <p>The contractor shall provide all the necessary labor, vehicles, tools, equipment, supplies, supervision and services necessary for the efficient transport and/or shipment, treatment and disposal of the decommissioned transformers. More specifically, the work to be performed by the contractor shall consist of the following, but not limited to:</p> <ol style="list-style-type: none"> a. Permitting 	

<p>i. Obtain a Permit to Transport (PTT) for the PCB wastes from the DENR Environmental Management Bureau; and</p> <p>ii. Secure all permits for the required under the Basel Convention on the Control of Trans-Boundary Movements of Hazardous Wastes as applicable, including obtaining necessary permits from concerned foreign environmental authorities.</p> <p>iii. Obtain permits from the DENR and the various foreign environmental authorities concerned.</p> <p>iv. Apply for and secure permits, including payment of necessary fees, bonds and/or insurance (if any) in compliance to all rules and regulations as required by oversight agencies for the project.</p> <p>b. Draining and Packaging Works</p> <p>i. Establish site perimeter and install warning signs.</p> <p>ii. Provide personnel with the required PPEs.</p> <p>iii. Place the required spill containment measures such as basins, temporary bund walls and plastic sheets at the work area.</p> <p>iv. Drain as much as oil as possible from the equipment, tanks and drums into brand new UN-approved steel drums using a low-pressure motor pump.</p> <p>v. All PCB items (drums, transformers and parts) will be</p>	
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	<p>labeled in accordance with local and international requirements.</p> <p>c. Transfer to TSD Facility</p> <p>i. Upon obtaining the PTT and manifest form(s), PCB wastes may be transported to Storage Facility.</p> <p>ii. Each PCB item shall be loaded and unloaded using a drum lifter, forklift, crane or other appropriate method to container vans for shipping.</p> <p>iii. At the TSD Facility, PCB items are stored in an orderly and safe manner, with the necessary spill containment measures in place.</p> <p>iv. Low-contamination metals shall be segregated and decontaminated/ tested at the TSD Facility (for issuance of PCB-Free Certificate).</p> <p>d. Transport, Storage and Disposal</p> <p>i. Ensure that appropriate PPEs are used when handling PCBs.</p> <p>ii. PCB wastes must be properly packaged to prevent leakages or releases to the environment;</p> <p>iii. Prepare the PCB Spill Prevention and Clean-up Plan and submit to PEZA prior to the hauling of the distribution transformers to ensure that spill containment measures are available and sufficient to contain liquid wastes, if spilled;</p>	
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	<p>iv. All PCBS must be labelled accordingly and must comply with the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals;</p> <p>v. Transport the transformers to the designated DENR-permitted PCB Storage Facility;</p> <p>vi. Storage facility must be properly maintained and PCB wastes collected from PEZA-BCEZ must be stored in an orderly and safe manner until they are ready for transport.</p> <p>e. Treatment and Disposal (as applicable)</p> <p>i. Transport of PCB wastes to treatment facility must comply with requirements under Basel Convention;</p> <p>ii. Ensure proper documentation of the transport, treatment and disposal of wastes;</p> <p>iii. Monitor status of the transport, treatment and disposal and submit to PEZA a report including shipping documents and photos; and</p> <p>iv. Issue a Certificate of Treatment (COT) and/or Certificate of Disposal (COD) or its equivalent that is duly approved by the EMB together with the other pertinent documents attesting that the distribution transformers have been properly treated and disposed.</p>	
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	<p>f. Export and Disposal (as applicable)</p> <p>i. All PCB-containing oil and porous parts shall be disposed in accordance with DENR Regulations</p> <p>ii. For Disposal thru Export, once the Export Clearance is obtained from the DENR-EMB, the wastes may be loaded for shipment to TREDI in St. Vulbas, France/other country capable of treating PCB-contaminated wastes upon submission of applicable permits/proof of capability.</p> <p>iii. PCB items are loaded into shipping containers according to IMDG requirements, including the use of bracing and spill-containment trays.</p> <p>iv. Environmentally-sound decontamination and destruction of wastes is conducted using DENR-approved treatment procedure for PCB wastes.</p> <p>v. Certificate of Elimination/Treatment shall be issued.</p>	
3.	<p>SCHEDULE AND PLACE OF WORK</p> <p>a. The Contractor shall dispose two (2) units PCB-contaminated Transformers currently stored at the TransCo Substation 1 and SFB Stockyard. Pick-up and transport of the equipment must be conducted within a period of Sixty (60) calendar days upon receipt of Notice to Proceed and upon issuance of required DENR permits.</p>	

	<p>b. Other Support Services Required. The hazardous waste management firm must also be able to provide other services which are not mentioned above but which are necessary to complete the work and shall be included in the submitted proposal. It is the responsibility of the firm to anticipate and include other items which may have been missed out in this Terms of Reference but are necessary to complete the service contract.</p> <p>c. Submit periodic Accomplishment Report comprising of the Progress per Work Clusters to the Environmental, Health and Safety Division inclusive of complete set of colored photos in hard and soft copies stamped with date and time demonstrating before, during and after the works.</p>	
4.	<p>RESPONSIBILITIES OF THE CONTRACTOR</p> <p>Generally, but without limiting to the following, the Contractor shall:</p> <p>a. Perform the services using sound environmental theories and practices to ensure that the collection, transport and disposal of the PCB wastes are properly executed in accordance with all prevailing environmental laws;</p> <p>b. Accept full responsibility of the services performed and shall not hold PEZA-BCEZ and/or its employees liable for any untoward event that may arise from its operation on transport and disposal of subject distribution transformers;</p>	

	<p>c. Observe strict compliance with applicable labor laws, particularly on manpower's health and safety, compensation and welfare.</p> <p>d. Perform the services in an efficient and diligent manner and ensure that the rendering of the PCB waste management services shall not affect or disturb the operation of the locator enterprises; and</p> <p>e. Ensure conformity with all prevailing environmental legislations implemented at the national and local levels.</p> <p>f. All works shall be done in compliance with DAO 2004-01, DAO 2004-36, DAO2013-22, MC 2015-004, MC 2015-007, the Stockholm Convention, Basel Convention and other applicable regulations.</p>	
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Section VIII. Checklist of Technical and Financial Documents

ELIGIBILITY AND TECHNICAL DOCUMENTS CHECKLIST
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01. All submissions of the Bidder must clearly indicate the document number. For example, photocopy of valid PhilGEPS registration papers (i.e., 5 pcs) of “Bidder Company”, Eligibility Documents should be marked “E1~1”, “E1~2”, “E1~3” and so on, Technical Documents “T1~1”, “T1~2”, “T1~3” and so on, and Financial Documents should be marked “TF1~1”, “TF1~2”, “TF1~3”, and so on.

02. On this checklist; the column “As Checked” shall be marked ...

- “**PASSED**” to indicate that said document was available; or
- “**FAILED**” when the document listed is not available in the bid proposal submitted; or
- “**NO NEED**” if the item in the checklist was not appropriate or no longer required.

03. At any stage of the procurement process, a proposal may still be declared “not eligible” or “failed” if the contents / substance of the submitted document is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. PR21-11-091		ABC: ₱8,510,000.00	
Particulars: “Removal, Transport, Storage, and Disposal of Decommissioned PEZA-Owned Distribution Transformers Classified as PCB Wastes”			
Venue of Bid Opening: 3F Conference Room, Admin Building, Baguio City Economic Zone, Loakan Road, Baguio City		DATE & TIME of Bid Opening: December 20, 2021 (Mon) at 1:30 PM	
BIDDER'S INFORMATION	COMPANY NAME: ?		
	COMPANY HEAD OFFICE MAILING ADDRESS: ?		
	COMPANY WEBSITE OR EMAIL ADDRESS: ?		
Representative attending the Bidding:	NAME OF THE COMPANY REPRESENTATIVE: ?		
	POSITION TITLE OF THE COMPANY REPRESENTATIVE: ?		
JV info: IS THE BIDDER INTO JOINT VENTURE AGREEMENT WITH ANOTHER ENTITY/IES?		YES	NO
TECHNICAL COMPONENT ENVELOPE			
<u>CLASS “A” DOCUMENTS</u>			

PEZA-BCEZ DOES NOT ALLOW ANY BIDDER from any country outside the Philippines

LEGAL/ELIGIBILITY DOCUMENTS	mark	As Checked
<p>1)</p> <p>(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p> <p>or;</p> <p>(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</p> <p>and</p> <p>(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</p> <p>and</p> <p>(d) Current Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p>	E1	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
TECHNICAL DOCUMENTS	mark	As Checked
<p>2) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and</p>	T1	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
<p>3) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and</p>	T2	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
<p>4) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and</p>	T3	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
<p>5) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and</p>	T4	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
<p>6) Original duly signed Omnibus Sworn Statement (OSS);</p> <p>and</p> <p>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.</p>	T5	<input type="checkbox"/> Passed <input type="checkbox"/> Failed <input type="checkbox"/> N/A

FINANCIAL DOCUMENTS	mark	As Checked
7) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u>	TF1	
8) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.	TF2	
CLASS “B” DOCUMENTS		
9) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> 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.	CB1	
END OF ELIGIBILITY DOCUMENTS CHECKLIST		
BAC’s Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED

CHECKLIST No. 2: FINANCIAL DOCUMENTS

01. All submissions of the Bidder must clearly indicate the document number. For example, the financial documents F1-FINANCIAL BID FORM (e.g, 4 pcs) should be marked “F1~1”, “F1~2”, “F1~3” and “F1~4”.

02. On this checklist; the column “As Checked” shall be marked ...

- “PASSED” to indicate that said document was available; or
- “FAILED” when the document listed is not available in the bid proposal submitted;

03. At any stage of the procurement process, a proposal may still be declared “not eligible” or “failed” if the contents / substance of the submitted document is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. PR21-11-091		ABC: ₱8,510,000.00	
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BIDDER'S INFORMATION	COMPANY NAME: ?		
	COMPANY HEAD OFFICE MAILING ADDRESS: ?		
	COMPANY WEBSITE OR EMAIL ADDRESS: ?		
Representative attending the Bidding:	NAME OF THE COMPANY REPRESENTATIVE: ?		
	POSITION TITLE OF THE COMPANY REPRESENTATIVE: ?		
JV info: IS THE BIDDER INTO JOINT VENTURE AGREEMENT WITH ANOTHER ENTITY/IES?		YES	NO
PEZA-BCEZ DOES NOT ALLOW ANY BIDDER from any country outside the Philippines			
FINANCIAL DOCUMENTS		mark	As Checked
1) Original of duly signed and accomplished Financial Bid Form		F1	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
2) Original of duly signed and accomplished Price Schedule(s)		F2	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
END OF FINANCIAL PROPOSAL COMPONENT CHECKLIST			
BAC's Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED	

