PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

PHILIPPINE ECONOMIC ZONE AUTHORITY

Procurement of Janitorial Services and Other Manpower Requirements of PEZA (PEZA-HO-2025-06)

(May 2025)

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Procurement of Janitorial Services and Other Manpower Requirements of PEZA (PEZA-HO-2025-06)

1. The Philippine Economic Zone Authority (PEZA) intends to apply the sum of **Thirty-Eight Million Seven Hundred Fifty-Seven Thousand Two Pesos and 06/100 (Php 38,757,002.06)**, per year being the Approved Budget Contract (ABC) for the Procurement of Janitorial Services and Other Manpower Requirements of PEZA (PEZA-HO-2025-06) for a three (3) year period. Bids in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Economic Zone Authority now invites bids for the above Procurement Project. Delivery of the Goods is *required within the specified period stated in Section VI. Schedule of Requirements*. Bidders should have completed, within 3 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*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 Philippine Economic Zone Authority and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **23 May 2025** from the given address and website(s) below www.peza,gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (₱ 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

   Interested bidders shall send an email at bacsec@peza.gov.ph for the issuance of order of payment. All PEZA transactions and fees can only be paid through https://epay.peza.gov.ph.

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **02 June 2025 11:00 AM** at **8th Floor, Double Dragon Center West Building, DD Meridian**

Park, Macapagal Avenue, Pasay City and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective bidders.

1. **Hard copies and soft copies of bids (1 original, 1 copy, and a soft copy in USB)** must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **16 June 2025**, **12:00 NN**. Late bids shall not be accepted.

   To ensure the proper submission of bids, each bidder is required to submit **ONE (1) SEALED MOTHER ENVELOPE** containing all the necessary documents outlined in this ITB. Each envelope must be clearly labeled and include the following details:

   1. Name/Project Title of the contract to be bid;
   2. Name and address of the bidder;
   3. Recipient Bids and Awards Committee (BAC)/Procuring Entity (PE); and
   4. "Do not open before [date/time of opening of bids]"

   Contents of the Mother Envelope:

   ORIGINAL marked "**ORIGINAL BID"**

   i. Hard Copy Original Technical Components marked "**ORIGINAL TECHNICAL COMPONENT"**
   ii. Hard Copy Original Financial Components marked **"ORIGINAL FINANCIAL COMPONENT"**

   Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as **"COPY NO. 1 "TECHNICAL COMPONENT"** and **"COPY NO. 1 "FINANCIAL COMPONENT"** and One (1) USB Flash Drive sealed and labeled as **"COPY 2"** containing scanned P.D.F Documents of Technical and Financial Components and the outer envelope as **"COPY NO. 2"**, respectively.

7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Bid opening shall be on **16 June 2025**, **1:00 PM** at the **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Zoom to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	Schedule
Posting of Invitation to Bid	23 May 2025
Issuance and Availability of Bid Documents	23 May 2025 – 16 June 2025
Pre-Bid Conference	02 June 2025, 10:00 AM
Deadline for Submission of Bids	16 June 2025, 12:00 NN
Opening of Bids	16 June 2025, 01:00 PM

9. PEZA 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:
Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 642
www.peza.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *https://www.peza.gov.ph/bid-opportunities*

30 April 2025

(sgd)
ROWENA T. NAGUIT
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the Philippine Economic Zone Authority (PEZA) invites Bids for the Procurement of Procurement of Janitorial Services and Other Manpower Requirements of PEZA (PEZA-HO-2025-06)

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2025 in the amount of Php 38,757,002.06**.**

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 Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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. 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.
b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.3. 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.

7. Subcontracts

7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 10:00 AM, 02 June 2025 at its physical address *PEZA Conference Room 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City* 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. 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.

10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. 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.**

13. Bid and Payment Currencies

13.1. Bid prices may be quoted in the local currency or a tradeable currency accepted by the BSP at the discretion of the Bidder. However, for bid evaluation purposes, 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 Declaration[1] 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 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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. Detailed Evaluation and Comparison of Bids

18.1. 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.

18.2. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

19. Post-Qualification

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

20. 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	For this purpose, contracts similar to the Project shall be: a. Janitorial, clerical and other manpower services. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP *Philippine Economic Zone Authority Head Office, 8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue Pasay City* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than PhP 775,140.04, 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 1,937,850.10 if bid security is in Surety Bond.
19.3	The project consists of one lot

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 *{[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 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

GCC Clause	
1	*[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:]* **Delivery and Documents –** 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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.* 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 this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	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. *[Specify additional incidental service requirements, as needed.]* 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. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: *Select appropriate requirements and delete the rest.* 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: 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. 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. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	Packaging – 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. 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. The outer packaging must be clearly marked on at least four (4) sides as follows: 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
	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. **Transportation –** 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. 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.

	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.
	Regular and Recurring Services – [*In case of contracts for regular and recurring services*, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

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.

A. *PERSONNEL REQUIREMENTS*

1. The following manpower requirements shall be assigned to the PEZA and its units:

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	JANITORS			
	Head Office & JPCOs (NCR)		23	Three (3) Years
	Special Economic Zones (Carmona, Gen. Trias, Cavite/ Cabuyao, Calamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas)		17	
	Pampanga/Tarlac		7	
	Binan, Laguna		3	
	Dasmariñas		1	
	Bataan		1	
	CLERKS			
	Head Office & JPCOs (NCR)		41	
	Special Economic Zones (Carmona, Dasmarinas, Gen. Trias, Cavite/ Cabuyao, Calamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas)		16	
	Pampanga/Tarlac		6	
	Binan, Laguna		4	
	Bataan		1	
	Pangasinan		1	
	SBMA Olongapo		1	
	TELEPHONE OPERATOR (NCR)		1	
	MESSENGERS (NCR)		2	
	SUPERVISOR (NCR)		1	
	GARDENER/GROUND MAINTENANCE (NCR)		1	
	ASSISTANT ELECTRICIAN (NCR)		1	

2. The above requirements may be increased or decreased, as may be required by PEZA and the rates to be used will be in accordance with existing wage rates pursuant to Wage Order issuances.

3. The **SERVICE PROVIDER** shall evaluate the existing personnel/manpower and may absorb those who meet their qualification criteria and pass the required examination.

Service Provider may also give due consideration to personnel endorsed by the Procuring Entity.

4. Janitors shall report to work six (6) days a week, while the clerks, encoders, and messengers shall report for five (5) days per week at eight (8) hours duty per day. The number of days and/or hours of work per day may be extended during emergencies, special occasions and as may be necessary, subject to compensation.

5. A Working Team Leader or Supervisor shall be posted for effective supervision and monitoring of the personnel's performance and shall report to work six (6) days a week at eight (8) hours duty per day.

6. All extra hours of work (with overtime pay) shall be subject to the approval of authorized PEZA Unit Head/Official pursuant to the existing Signing Authority prior to the rendition of overtime work.

B. SUPPLIES, *MATERIALS* AND EQUIPMENT REQUIREMENTS

1. The **SERVICE PROVIDER** shall provide the following materials vis-à-vis its minimum quantities:

PARTICULARS	UNIT	QUANTITY (annually)
1. Air Freshener/Air Sanitizer	gal	103
2. Bonnet for Polisher	pc	6
3. Bowl Pump	pc	24
4. Broom (soft)	pc	70
5. Broom (stick)	pc	75
6. Brush, Hand	pc	20
7. Brush, Push 10"	pc	8
8. Brush, Toilet Bowl	pc	20
9. Carpet Shampoo	gal	5
10. Chlorox	gal	100
11. Deodorant Cake	pc	420
12. Deodorizer (Spray)	ltr	89
13. Disinfectant	gal	30
14. Dust Pan, Plastic	pc	22
15. Garbage Bag, Medium, Large	pc	18,400
16. Glass Cleaner	gal	5
17. Hand/Cleaning Pad 6"x9"	pc	93
18. Hand Gloves	pair	30
19. Hand Soap (Liquid)	gal	118
20. Liquid Sosa	ltr	6

21. Mop Handle	pc	35
22. Mop Head	pc	96
23. Mosquito/Insect-Killer (Spray, 500ml)	can	80
24. Polish, Furniture	gal	40
25. Polish, Metal	can	5
26. Polishing Pad 16" white	pc	25
27. Rags, Pranela	pc	54
28. Rags, Round	kl	145
29. Soap, Powder	kl	145
30. Spray Gun (container)	pc	20
31. Stain Remover	gal	5
32. Stripping Pad 16"	pc	35
33. Toilet Bowl Cleaner	gal	58
34. Toilet/Tissue Paper	pack/roll	free
35. Wax, Complete	gal	24
36. Wax Stripper	gal	10

- The above supplies, materials, and other requirements may be increased/changed, as may be required by the Procuring Entity.

2. The following equipment vis-à-vis its minimum quantity shall also be provided by the **SERVICE PROVIDER**:

PARTICULARS	UNIT	QUANTITY
1. Aluminum Ladder (long) 12ft.	Unit	2
2. Buggy Barrow	Unit	1
3. Carpet Extractor Machine	unit	1
4. Caution Signage	unit	4
5. Electric Floor Polisher 16"	Unit	3
6. Glass Squeezer 14"	Unit	3
7. Grass/Bush Cutter 2hp	Unit	2
8. Grass Scissors (long)	Unit	2
9. Mop Bucket/Wringer	Unit	4
10. Push Cart (heavy duty) 300kls cap.	Unit	2
11. Vacuum Cleaner (wet & dry)	Unit	1

- The above equipment may be upgraded or changed, as may be required by the Procuring Entity.

- All equipment shall be turned-over to the Procuring Entity at the end of contract term.

C. ENVIRONMENTAL SUSTAINABILITY COMPLIANCE

1. The **SERVICE PROVIDER** shall implement eco-friendly practices, including but not limited to:
   a. Use of biodegradable and eco-labeled cleaning supplies (e.g., non-toxic, low-VOC air fresheners, detergents, and disinfectants).
   b. Proper waste segregation (biodegradable, recyclable, and residual waste) in accordance with RA 9003 (Ecological Solid Waste Management Act).
   c. Reduction of plastic waste by using reusable cleaning tools and containers.
   d. Energy-efficient use of equipment (e.g., low-energy vacuum cleaners and polishing machines).
   e. Regular submission of Environmental Compliance Reports (e.g., inventory of green products used, waste reduction achievements).

2. Training on Green Practices
   a. Personnel must undergo basic environmental awareness and waste management training as part of onboarding.

3. Sustainability Certifications
   a. Preference will be given to bidders/service providers that are **ISO 14001: Environmental Management System** certified or equivalent.

4. Carbon Footprint Monitoring
   a. **SERVICE PROVIDER** is encouraged to track and report measures undertaken to minimize carbon emissions during service delivery (e.g., use of energy-efficient devices).

D. OTHER REQUIREMENTS

1. Prior to payment by the **PROCURING ENTITY**, the **SERVICE PROVIDER** shall submit:

   a. Sworn statement showing that actual services have been rendered by its personnel for the period claimed, together with necessary time sheets of its personnel and other papers in support of the **SERVICE PROVIDER**'s claim for payment of services rendered as may be required by accounting and auditing rules and regulations;

   b. Sworn affidavit certifying that it has paid the salaries, wages and/or benefits due its personnel under the law for the previous billing period; and

   c. Proof of remittances of contributions and other payments due the Social Security System (SSS), Philippine Health Insurance Corporation (PHILHEALTH), Home Development Mutual Fund (PAG-IBIG), and the Employees Compensation Commission, showing the names of personnel assigned with the **PROCURING ENTITY**.

2. The **SERVICE PROVIDER** shall pay its personnel their salaries and wages and other benefits bimonthly pursuant to P.D. 442 (The New Labor Code), as amended, and with all laws, rules and regulations governing employment of labor, subject further to new issuances pertaining thereto.

3. Should the **SERVICE PROVIDER** fail to pay the salaries and wages of its personnel on the specified dates as above-mentioned, unless on account of force majeure or circumstances beyond the **SERVICE PROVIDER's** control, the **SERVICE PROVIDER** hereby authorizes the **PROCURING ENTITY** to pay directly the **SERVICE PROVIDER's** personnel of their salaries, wages and other benefits using as basis the latter's payroll computation of the immediately preceding pay period. Such direct payments made by the **PROCURING ENTITY** shall be deducted from the **SERVICE PROVIDER's** billing for the subject pay period.

4. The **SERVICE PROVIDER** shall pay taxes in full and on time and that failure to do so will entitle the **PROCURING ENTITY** to suspend payment on the services delivered.

5. The **SERVICE PROVIDER** shall also present to the **PROCURING ENTITY** a tax clearance from the Bureau of Internal Revenue as well as a copy of its business tax returns, duly stamped and received by the BIR and duly validated with the tax payments made thereon.

6. The **SERVICE PROVIDER** warrants that it shall place all its personnel assigned to the **PROCURING ENTITY** within the coverage of the Social Security System, Philhealth and the like, as required by existing rules and regulations. As such, the **SERVICE PROVIDER** binds itself to promptly remit to the proper agencies the monthly contributions of its personnel assigned to the **PROCURING ENTITY**. If upon expiration, termination, cancellation or rescission of this Contract, it is established that the **SERVICE PROVIDER** failed to make the necessary remittances in favor of its personnel, the performance security shall be forfeited in favor of the **PROCURING ENTITY**.

7. The **SERVICE PROVIDER** shall pay its personnel the 13th month pay not later than December 24 of each year and commutation of 5-day service incentive leave before end of each year.

8. Before the end of each contract year, the **PROCURING ENTITY** shall evaluate the performance of the **SERVICE PROVIDER**. On the basis thereof, the **PROCURING ENTITY** shall decide whether or not to continue engaging the services of the **SERVICE PROVIDER**.

9. The **SERVICE PROVIDER** shall hold itself liable for any claims arising from the death, illness or accident that may befall its personnel/workers while engaged in the performance of their duties.

10. The **SERVICE PROVIDER** shall hold the **PROCURING ENTITY** free from any and all claims of third persons for personal injury, death or damage caused by the **SERVICE PROVIDER's** employees/personnel/workers where such injury, death or damage arises out, or is committed while in the performance of its personnel/workers' official duties or within the premises of the PROCURING ENTITY regardless of the time of commission and/or connection with the performance of its employees/personnel/workers' official duties.

Technical Specifications / Scope of Services

A. The Contract shall be for a period of three (3) years subject to evaluation which will be conducted before the end of every year based on the following conditions:

1. The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:

   a. Quality of service delivered
   b. Time Management
   c. Management and suitability of personnel
   d. Contract administration and management
   e. Provision of regular progress reports

2. The raters shall be composed of all Unit Heads in Head Office, Zone Managers and Officers-in-Charge of the Zones and JPCOs which shall be selected before the actual rating period.

3. The rating period shall be at least three (3) months before the end of each contract year.

4. The Contractor must garner an average of at least 3.0 (1.0 as the lowest rate and 5.0 being the highest rate) for it to be eligible for contract extension/renewal.

B. The Contractor shall provide the following services with the corresponding frequency to the PEZA:

1. <u>Service Daily</u>

a. Janitorial
   Daily cleaning and sanitation of office spaces, hallways, restrooms, conference rooms, and common areas.
   a.1 Sweeping, damp mopping and polishing of all floor areas, office tables, computers, and partitions;
   a.2 Sweeping and damp mopping of lobbies and hallways;
   a.3 Sweeping and damp mopping of machine rooms, storerooms and pantries;
   a.4 Cleaning of interior glasses, walls, frames and decors;
   a.5 Cleaning and dusting of surfaces of all desks and other furniture, fixtures and equipment, counters and other glass surfaces;
   a.6 Cleaning of all comfort rooms and showers;
   a.7 Cleaning of fire exits and stairs;
   a.8 Cleaning of water station;
   a.9 Emptying of waste baskets/bins, sand runs and other receptacles;
   a.10 Vacuuming of all carpeted areas;
   a.11 Watering and maintenance of indoor/outdoor plants; and

a.12 Sweeping of parking areas and surroundings;
a.13 Proper waste collection, segregation, and disposal in compliance with environmental regulations.

b. Messenger

b.1 Delivery and mailing of all outgoing letters, communication and parcels;
b.2 Delivery/routing of documents/letters/communication/parcels/ received through mails within Head Office units/offices; and
b.3 Distribution of newspaper and magazines to offices/units;

c. Clerk/Encoder /Telephone Operator

c.1 Typing/encoding letters, correspondences and other documents;
c.2 Receiving and recording, filing and maintenance of records and copies of incoming and outgoing documents; and
c.3 Assistance with messenger services, photocopying, and scanning,
c.4 Receiving telephone calls and referring same to the person/s concerned; and
c.5 Reception and front desk assistance when required.

d. Gardener/Ground Maintenance

d.1 General maintenance of gardens and plants;
d.2 Maintain beautification of lawns and gardens;
d.3 Maintain cleanliness of walkways; and
d.4 Liaise and respond to internal requests on matters relating to the maintenance of the office ground and building.

e. Supervisor

e.1 Supervises work activities of Janitors and Gardener;
e.2 Inspects work performed by Janitors and Gardener to ensure conformance to specifications and establish standards;
e.3 Maintains inventory/stock level of supplies and materials and properly issues to janitors to ensure quality and delivery of service;
e.4 Maintains updated record/list of janitorial and other personnel; and
e.5 Takes corrective action on matters related to janitorial issues and concerns.

f. Other Required Tasks

f.1 Maintenance of building and facilities in the Head Office, including ecozones;
f.2 Handling of files, supplies, equipment to and from the ecozones;
f.3 Delivery and/or retrieval of files/records to storage area from different zones and/or offices/departments/units;
f.4 Maintenance of a safe working environment within the offices;

f.5 Ensure cleanliness of all equipment and machinery after use and properly and securely stored;
f.6 Assist in the support of a safe workplace by reporting hazards, incidents, accidents and potential risk; and
f.7 Other tasks as assigned by PEZA Management.

2. Service Weekly

a. Cleaning, sanitizing, disinfecting and deodorizing of all comforts rooms and showers;
b. Washing, scrubbing, waxing and polishing of all floors;
c. Washing and polishing of all furniture and fixtures;
d. Damp washing and drying of all floor areas and venetian blinds;
e. Washing and cleaning of all receptacles and waste baskets/bins;
f. Polishing of all brass office nameplates and signages;
g. Washing and cleaning of inside and outside glass windows, glass partitions and doors; and
h. Maintenance of garden areas.

3. Service Monthly

a. Touching up and buffing of all floors areas;
b. Washing of woodworks, doors, partitions and walls of comfort rooms;
c. Shampooing of all carpets, rugs and upholstered furniture;
d. Vacuuming of chairs and sofa sets;
e. Pruning and fertilizing of indoor and outdoor plants;
f. Prepare monthly consumption report on supplies and materials, and submit status report to the General Service Division (GSD); and
g. Submits a monthly updated list of personnel (Clerks/Encoders, Messengers, Janitors and Gardener) to GSD.

4. Service Semi-Annually

a. Cleaning of all light diffusers, ventilation ducts, venetian blinds, outside walls, ceilings and other overhead fixtures.

PRICE SCHEDULE

	JANITORS										
	NCR	Pampanga/ Tarlac	Biñan, Laguna	Dasmarinas	Carmona, Gen. Trias, Cavite/ Cabuyao, Clamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas	Bataan/ Balanga	Clerk/ Encoder/ Telephone Operator	MESSENGER	SUPERVISOR	Gardener/ Ground Maintenance	Asst Electrician NCR
Factor Used											
No. of working days in a year											
Basic Pay per Day											
Rate / day											
ECOLA / CTPA											
Monthly Payment to be paid directly to Personnel											
Basic Pay											
13th Month Pay											
5 Days Incentive Leave											
Employer's Mandatory Contributions in favor of the Employee SSS											
Philhealth											
ECC											
Pag-ibig Fund											
Total Payable to employee's and to Government											
Other Costs											
Administrative Overhead & Profit											
Supplies and Equipment											
Transportation Expense											
Total Cost Before VAT											
VAT (12%)											
Monthly Cost per Head											
Number of Personnel											
Total Monthly Cost											
Total Annual											

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder: _____

Signature over printed name of Authorized Representative: _____

Date: _____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;

☐ i. Sworn statement showing that actual services have been rendered by its personnel for the period claimed, together with necessary time sheets of its personnel and other papers in support of the SERVICE PROVIDER's claim for payment of services rendered as may be required by accounting and auditing rules and regulations;

☐ ii. Sworn affidavit certifying that it has paid the salaries, wages and/or benefits due its personnel under the law for the previous billing period;

☐ iii. Proof of remittances of contributions and other payments due the Social Security System (SSS), Philippine Health Insurance Corporation (PHILHEALTH), Home Development Mutual Fund (PAG-IBIG), and the Employees Compensation Commission;

☐ iv. Proof of Tax Clearance from the Bureau of Internal Revenue (BIR) and copies of its Business Tax Returns, duly stamped and received by the BIR and duly validated with the tax payments made thereon;

☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Standard Bidding Forms not included in this Bid Document may be downloaded at the gppb website link as follows: https://www.gppb.gov.ph/downloadable-forms/#tab-61412

Statement of all Ongoing Government and Private Contracts, Including Contracts Awarded but not yet Started

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name ofClient/ Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Project inthe Contract	Kindsof Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government						
Private						

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the PEZA]** and private contracts which may be **similar or not similar** to the project subject of the bidding) as of the deadline for the submission of bids.

ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or its equivalent term.

iii. The total amount of the ongoing and awarded but not yet started contracts must be consistent with those used in the Net Financial Contracting Capacity (NFCC).

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

_____
_____
_____
(if none, state "None") *]*

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 *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Statement of Single Largest Completed Contract which is similar in Nature

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name of Client/ Contact Person/Contact Number/Contact Email Address	Date of Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official receipt(s) issued for the Contract

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

a. 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 the following requirements:

   i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; and

   ii. It should have been completed (i.e., accepted) within five (5) years prior to the deadline for the submission of bids.

Note: Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance and/or Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Republic of the Philippines
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Government Procurement Policy Board