PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

PHILIPPINE ECONOMIC ZONE AUTHORITY

Procurement of SMART PEZA Ecozone Map
FY 2025
(PEZA-HO-2025-14)

(November 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 SMART PEZA Ecozone Map for FY 2025 (PEZA-HO-2025-14)

1. The Philippine Economic Zone Authority (PEZA) intends to apply the sum of **Twenty-Three Million Five Hundred Thousand Pesos in Philippine Currency (Php 23,500,000.00)**, being the Approved Budget Contract (ABC) for the "**Procurement of SMART PEZA Ecozone Map for FY 2025 (PEZA-HO-2025-14)**". Bids received 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 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 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 whose laws or regulations 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, 9:00 AM to 4:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 08 **November 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 in Philippine Currency (PhP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

   Interested bidders shall send an email to bacsec@peza.gov.ph for the issuance of the 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 **19 November 2025, 10:00 AM** at the **10th 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.

7. Interested bidders shall inform the PEZA-BAC, through the Secretariat, by sending an email to bacsec@peza.gov.ph of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

8. **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 **01 December 2025, 12:00 NN**. Late bids shall not be accepted.

   To ensure the proper submission of bids, all bidders are required to submit a single, securely sealed, signed, and appropriately marked "Mother Envelope" containing all the necessary documents outlined in this ITB and Section VIII of the bidding documents. 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.

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

10. Bid opening shall be on **01 December 2025, 2:00 PM** at the **10th 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	08 November 2025
Issuance and Availability of Bid Documents	08 November 2025 - 01 December 2025

Pre-Bid Conference	19 November 2025, 10:00 AM
Deadline for Submission of Bids	01 December 2025, 12:00 NN
Opening of Bids	01 December 2025, 2:00 PM

11. 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*

07 November 2025

Original Signed
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 the SMART PEZA Ecozone Map for FY 2025 (PEZA-HO-2025-14)**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2025 in the amount of PHP 23,500,000.00.

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 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, 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 verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the contract, project, or work, and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference** for this Project on **10:00 AM, 19 November 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 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 the 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 a 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 Revised IRR of the 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. 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.

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

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

16. Deadline for Submission of Bids

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

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procurement Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with the Section

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 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 23.4.2.6 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

20.1. 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**.

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	For this purpose, contracts similar to the Project shall be: a. Procurement of SMART PEZA Ecozone Map (web software) b. completed within five (5) 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 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 PhP470,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or b. The amount of not less than PhP1,175,000.00, if bid security is in a Surety Bond.
19.3	The project is 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, are 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

GCC Clause	
1	**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: The delivery terms applicable to the Contract are DDP delivered **8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City,** in accordance with INCOTERMS." The delivery terms applicable to this Contract are DDP **8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City**. 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 the Human Resource Development Department**.** **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: 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; and c. 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;

	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. **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.

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	Deliverables	Delivered, Weeks/ Months
1	**Phase 1: Project Mobilization and Data Preparation:** • Mobilization of the project team, finalization of the work plan, and initiation of high-resolution data collection using LiDAR and satellite imagery. • PEZA's facilitation on coordination with ecozone administrators and providing access to relevant documents and locations.	Inception Reports	Within 60 calendar days from the receipt of the Notice to Proceed (NTP)
2	**Phase 2: System and Platform Development:** • Development of the core digital solutions, including 3D/2D Digital Twins, the PEZA Investor Portal (web and mobile), the Digital Twin Management Platform, and a Centralized Dashboard. • PEZA's contribution of operational inputs, participate in design validation, and assist in gathering stakeholder feedback during development.	Creation of 3D and 2D Digital Twin systems for the 5 public zones and 433 ecozones.	Within 160 calendar days from the completion of delivery of Phase 1
3	**Phase 3: Integration, Testing, and Validation:** • Conduct of system integration, functionality testing, and data validation to ensure performance, scalability, and accuracy. • PEZA's supervision of the user acceptance testing (UAT)	Creation of web and mobile investor portal, Digital Twin platform with GeoAI, and centralized dashboard and automation tools.	Within 60 calendar days from the delivery of Phase 3

	process, approve final system adjustments, and confirm compliance with requirements.		
4	**Phase 4: Handover, Training, and Knowledge Transfer:** • Delivery of comprehensive training to PEZA personnel, submit system documentation and user guides, and provide post-deployment technical support. • PEZA will assign trainees, ensure internal capability-building, and manage transition oversight for full system adoption.	Creation of training manuals and system documentation as well as the Final Handover Report and Acceptance documents.	Within 60 calendar days from the delivery of Phase 3
		Total	**10 Months**

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

Name of Company/Bidder: _____

Signature over printed name of Authorized Representative: _____

Date: _____

Section VII. Technical Specifications

Instructions: Bidders must indicate whether they "Comply" or "Not Comply" with each specification's requirements, along with the page number of the relevant document.

I. ITEM REQUIREMENTS

ITEM NO.	CATEGORY	SPECIFICATION	Statement of Compliance (Please state whether "comply" or "not comply")
1	Development of 3D Digital Twin for the 4 Public Zones	Produce a 3D Digital Twin for 4 Public Zones Using Light Detection and Ranging (LiDAR) and Ground Control Points.	
		Data Collection: Collect high-resolution LiDAR data to generate 3D point clouds capturing terrain, buildings, and infrastructure.	
		Data Preprocessing and Integration: Process LiDAR data to enhance resolution, correct distortions, and ensure geo-referencing.	
		3D Modeling: Develop accurate 3D models of terrain, infrastructure, and facilities using specialized software.	
		Platform Deployment: Host the 3D Digital Twin on an in-house Server platform for accessibility, scalability, and interactive features such as zooming, querying, and simulation.	
		Applications: Support infrastructure planning, environmental monitoring, disaster risk management, resource optimization, and stakeholder engagement through an interactive and data-rich platform.	
		Training and Maintenance: Provide training for PEZA staff and stakeholders on the use of the: i) Digital Twin digital maps retrieval and updating, ii) Manipulation of GIS software, and iii) GIS and IT Web and Mobile applications.	
	Development of 2D Digital Twin for the 433 Special Ecozones	Data Collection and Preparation: Acquire Google satellite of all private PEZA ecozones. Process and images for mapping accuracy.	
		Map Development: Design and create an interactive 2D Digital Twin map with layers for ecozone boundaries, land use, building footprints, street network, airport, seaport, transportation hub and infrastructures.	
		Integrate spatial and attribute data, including zoning, facilities, and environmental metrics.	
		Platform Deployment: Host the 2D Digital Twin on a scalable in-house server platform compatible with web and mobile devices.	
		Testing and Training: Conduct system testing and validation to ensure data accuracy and functionality. Provide training and user manuals for PEZA staff and stakeholders.	
		Maintenance and Updates: Develop a process for regular data	

		updates and provide ongoing technical support.	
	Development of the PEZA Investor Portal and Mobile Applications)	Investor dashboards with geospatial data on zone utilization, incentives, and compliance requirements.	
		Mobile compatibility for on-the-go access to key services.	
	Creation of a Digital Twin Platform for Economic Management	Predictive Analytics: AI-driven insights for demand forecasting, risk management, and resource optimization.	
		Scenario Simulation: Test the impact of policy changes, Infrastructure projects, or emergencies.	
		Investor Portal: Provide investors with real-time data and analytics to support decision-making.	
		Sustainability Tracking: Monitor and report on environmental and sustainability metrics.	
	Development of a Centralized Dashboard Workflow Automation System	Operational Dashboard Development: Design and implement a real-time, centralized dashboard to allow PEZA to monitor the status of permits, licenses, applications, compliance records, and ongoing operational activities across all economic zones.	
		Automation of Internal Workflows Automate internal processes such as application routing, approval tracking, and compliance monitoring to minimize manual intervention and reduce turnaround times.	
		Real-Time Status Updates & Notifications Set up automated notifications to inform PEZA personnel about important updates, such as approval status, compliance issues, and application progress.	
		System Integration Ensure the dashboard integrates with PEZA's existing systems to provide comprehensive, real-time data across platforms.	
		Training & Support Provide training for PEZA personnel on how to use the dashboard and automation features, along with ongoing technical support for system updates and maintenance.	
	Data Collection for Public and Private Ecozones	Data Acquisition and Preparation Government Ecozones (3D): Collect high-resolution LiDAR data and Ground Control Points to generate detailed 3D point clouds capturing terrain, buildings, and infrastructure; Private Ecozones (2D): Acquire satellite imagery (e.g., Google Earth) 433 private ecozones and process for mapping accuracy.	
		Data Processing and Integration 3D Data: Enhance LiDAR resolution, correct distortions, and ensure precise geo-referencing. 2D Data: Integrate spatial and attribute data including zoning, land use, facilities, and environmental metrics.	
		Digital Twin Modeling	

		3D Modeling: Develop accurate 3D models of terrain, infrastructure, and facilities using specialized software; 2D Mapping: Design interactive maps with layers for ecozone boundaries, building footprints, street networks, airports, seaports, transportation hubs, and other infrastructures.	
		Platform Deployment Host both 3D and 2D Digital Twins on a scalable in-house server platform; Ensure accessibility via web and mobile devices with interactive features such as zooming, querying, simulation, and data overlays.	
		Applications and Use Cases a. Infrastructure planning and development b. Environmental monitoring and compliance c. Disaster risk management and mitigation d. Resource optimization and logistics e. Stakeholder engagement and investment promotion	
		Training, Testing, and Maintenance a. Conduct system testing and validation to ensure data accuracy and platform functionality. b. Provide training for PEZA staff and stakeholders on a) Digital Twin map retrieval and updating; b) GIS software manipulation, and c. Web and mobile GIS applications. d. Develop a process for regular data updates and offer ongoing technical support.	

ITEM NO.	**CATEGORY**	**STRUCTURED SPECIFICATION**	**Statement of Compliance** (Please state whether "comply" or "not comply")
1	Structured Breakdown of the Technical Proposal	Bidder's Profile and Capability a. Company background and experience b. Relevant expertise in Smart City, Digital Twin, GIS, IoT, and AI c. Organizational structure and key personnel d. Previous projects and case studies e. Certifications, accreditations, and partnerships	
		Understanding of the Project Requirements a. Detailed interpretation of PEZA's needs and objectives b. Challenges and opportunities in implementing Smart PEZA solutions c. Compliance with technical specifications and regulatory Requirements.	
		Proposed Solution and Methodology a. Technology Stack, Architecture and Data Source i. Digital Twin, GIS, AI, IoT, and cybersecurity ii. System integration with existing PEZA government and	

		private infrastructure iii. Source of geospatial and attribute data b. Implementation Plan i. Step-by-step approach to deployment ii. Data migration, system integration, and testing phases c. Functional Modules i. Smart permits and licensing ii. Real-time monitoring and analytics iii. Automated workflows for business operations iv. Data-driven decision-making tools	
		Work Plan and Deliverables a. Project Phases and Timeline (Gantt chart or roadmap) b. Key Deliverables (software, hardware, training, documentation) c. Milestones and Acceptance Criteria	
		Risk Assessment and Mitigation Plan a. Identification of potential risks (technical, operational, sec regulatory) b. Mitigation strategies and contingency plans	
		Data Security, Privacy, and Compliance a. Compliance with data protection laws (e.g., Data Privacy cybersecurity standards) b. Measures for securing sensitive information c. Access control and user authentication mechanisms.	
		Training and Knowledge Transfer a. Training programs for PEZA personnel and stakeholders b. Documentation and user manuals c. Continuous support and capacity-building initiatives	
		Sustainability and Scalability Plan a. Future-proofing the system for scalability b. Sustainability in terms of cost, infrastructure, and opera efficiency c. Roadmap for future expansions and upgrades	
		Technical Support and Maintenance Plan a. Post-implementation support services b. SLA (Service Level Agreement) and warranty period c. Helpdesk, troubleshooting, and system updates	
		Annexes and Supporting Documents a. CVs of key personnel b. Case studies and reference projects c. Compliance matrices	
	Operational Environment Requirements	100% compatible with existing hardware i.e., can be used with Windows, Linux, Unix, Android, IOS and OSX.	
		Accessible via online or web through the internet, intranet, and cloud-based environment.	
		Can be used through different devices such as laptops, desktops, tablets and mobile devices.	
	Interoperability Standard and Security Requirements	The Smart PEZA Ecozone Map must be secured with SSL/TLS (HTTPS).	
		Smart PEZA Ecozone Map must conform with the W3C Web Content Accessibility Guidelines in compliance with DICT	

		Memorandum Circular No. 2017-004.	
		Smart PEZA Ecozone Map shall observe reasonable load time and optimized performance.	
		The system shall employ secure password authentication based on PEZA's standards. (minimum length, complexity, expiration).	
		Users accounts should be lockout after multiple failed login attempts.	
		Implement protection measures against common threats (SQL injection, XSS, CSRF, command injection, etc.).	
		Use of up-to-date third-party system libraries with no known vulnerabilities.	
		Session management with secure cookies and timeout policies.	
		Logging and monitoring of authentication and critical system events.	
		Supplier shall conduct vulnerability assessment penetration testing on the portal prior to launching.	
		Regular security patch updates and monitoring during warranty. During warranty, the Supplier must have a service desk support in place to accommodate PEZA technical requests. Service desk support will provide ticket for each technical requests or issues and will provide continuous status and report until the resolution with the following Service Level Agreements: a. 8x5 Mondays thru Fridays excluding holidays b. Four (4) hour response time, unlimited phone call, text and email support. c. Supplier must submit the procedure on support and escalation.	

RESPONSIBILITIES OF THE SUPPLIER	**Statement of Compliance** (Please state whether "comply" or "not comply")
The Provider must have the expertise, experience, and capacity to implement the technical documentation services and shall be responsible for the following: 1. Data Privacy Documentation The Provider shall guide and assist PEZA in making necessary documentations in compliance with the requirements of ISO/IEC 27001:2022 and relevant data privacy and cybersecurity regulations including the review on the existing manuals/documentation, operational instruction and determine if it is still applicable to the current setup of PEZA. The Provider will submit the required manuals and analyses to PEZA for the implementation of the new and revised policies. 2. Collection of Relevant Information The Provider shall gather relevant data and information that are necessary in the assessment of SMART PEZA Ecozone Map process; and ensure that the data and information is consistent with the interpretation of the results. Evidence-based data collection shall be accomplished via:	

• Ocular on-site inspection and interview in the PEZA Head Office • Ocular on-site/virtual/hybrid inspection and interview in the Baguio City Economic Zone, Mactan Economic Zone, JPCO-NAIA, and JPCO North. 3. Adherence to Confidentiality The Provider shall maintain confidentiality on information gathered for the project. The Provider shall enter a Non-disclosure Agreement (NDA) with PEZA and release of any data or information regarding thereto shall require consent from PEZA and/or its personnel in accordance with the Data Privacy Act. The use of PEZA's name or that of any of its officers, employees or staff for publicity, advertising or other commercial purposes shall be prohibited. 4. Protection of PEZA's Intellectual Property All intellectual property including interview summaries, minutes of the meeting, studies, analyses, assessments, reports, presentations, photographs, audio recordings, videos, policies and manuals produced under the engagement of the technical documentation services shall belong to and remain a property of PEZA. Reproduction, distribution, full or partial publication of the said intellectual property beyond the purpose of completing the technical documentation services and without consent of PEZA is strictly forbidden. 5. Assumption of Incidental and other Miscellaneous Expenses The Provider shall shoulder any incidental and other miscellaneous expenses incurred by their party during the conduct of technical documentation services, such as but not limited to cost of transportation, meals, lodging, communication, internet connection, courier, data storage, software licenses, printing and reproduction. The Provider shall be solely responsible for the reservation, availment and procurement activities related to the said expenses.	
METHODOLOGY AND OTHER DESIGN CONSIDERATIONS	
1. Approval Process The Detailed Design Specification Document will be submitted for final approval and sign-off. Any changes thereafter shall require submission of Change Request for review if applicable for incremental charges to PEZA. A point person will be assigned to receive documents pertaining to issues and change requests. **2. Mitigation of Findings** Upon user acceptance testing, issues received will be classified accordingly as to validity and importance and will be prioritized accordingly. Invalid issues will be thoroughly explained and submit the proper handling procedures. **3. Reports** Report output formats will follow paperless advocacy. Report templates shall be standardized as to composition and placement of required information such as but not limited to run dates, pages, etc. Regular/ routinary reports can be automatically generated to facilitate its generation and use resources on non-peak hours. Provide selection of inclusive dates, zones, enterprise when necessary.	

IMPLEMENTATION APPROACH	
The developers should apply the following functionalities and methodologies to all three information systems: • The proposed development of web applications must be agile, containerized and must apply the CI/CD method. • Should have Search capability based on roles and permissions and full-text search; • Web services components of the deliverables must comply with Open API specifications, must use a RESTful architecture, unless a different protocol or architecture is necessary for implementation • Comply with the government's cloud-first policy • The system must provide simple and clear navigational interaction across screens. It must also have page navigation history, search facilities, easy to use menus, appropriate security, and other desirable properties that conform to Internet standards • With built-in security and administrative features: o For systems with public-facing portals, users can register online for their log in account subject to the approval of the processor/administrator; o Integration of email notification during user's registration and password recovery; o Granular user access rights at per role and user basis configurable by the administrator; o Audit Trail to keep logs of events, system, and database activities configurable by the administrator; o Include best practices for error handling. Log and notify the administrators for errors and exceptions encountered.	
TRANSITION MANAGEMENT STRATEGIES	
User's Training: The users and assigned personnel who will be involved in this project should be provided with hands-on training on the proper use of the application system. The training shall be conducted on-site at the Company's office and shall consist of actual hands-on computer training. The Company will provide the venue and the logistics necessary to conduct the training. The service provider will be conducting training for the management and staff of PEZA on the following: 1. Management Briefing and Advocacy(15-20pax): System overview: general features, ICT solutions, available services covered 2. Technical training for PEZA ICT staff (5-10 pax) Development, installation, operation and basic troubleshooting; maintenance of ICT hardware, network, peripheral; and ancillary devices and its related operating systems; Installation, operation, administration and basic troubleshooting of licensed software products and other trainings discussed during the design development stage. 3. User Training: Training on the functionalities and operational use of the developed application system (Include PEZA registered enterprise's authorized representative/s, brokers, contractors, processors, and etc. to be trained by the developer) since they are also target users. Total (IFMS, BCS, EPAMS) = 200 pax Implementation Support: The Contractor shall provide on-site and off-site the necessary support to implement the application systems. The implementation services include the following:	

• Installation, training of personnel, implementation, co-supervision, and consultancy services from the time of the parallel run, acceptance and ends up to the warranty expiration period of the software. • It is expected that the Provider shall have its own Information Technology coordinators who shall be properly trained to assist in the implementation of the system and provide the initial technical support in the operations and administration of the system. • It is expected that the Provider has to obtain the CAS Permit and SDTS Permit to Use and Permit to Transmit for PEZA • It is expected that the Provider will be present at post evaluation by BIR.	
CONTRACT DELIVERABLES AND TIME FRAME	
The service provider shall deliver the following within the project timeline: 1. Inception Report: Detailed project plan, methodology, and timeline. 2. Digital Twin Maps: 3D maps of 5 government and 2D maps of 433 private ecozones 3. System Design and Prototypes: Initial designs for Web, Mobile, Digital Twin, and GEOAI applications. 4. Development and Testing: Fully functional systems tested for scalability, security, and user experience. 5. Training and Documentation: Comprehensive training sessions and user manuals for stakeholders. 6. Final Handover: Complete deployment of all systems with full operational functionality. The Contractor would be engaged in 60 days for the Phase 1 of the project and is expected to commence upon receiving the Notice to Proceed. The approved budget for the Contract (ABC) is PHP 23,500,000 inclusive of all taxes and other charges imposed under applicable laws.	
ELIGIBILITY REQUIREMENTS	
The service provider must meet the following requirements: 1. At least three (2) relevant projects with Government Agency and Private Institutions related to GIS, aerial and terrestrial survey, map integration and geospatial analytics. 2. Proven track record in developing Web, Mobile, Digital Twin, and GeoAI solutions as evidenced by supplier's performance assessment from previous projects. 3. A multidisciplinary team with capabilities in software development, project management, and user experience design. 4. Must be duly certified for an ISO 9001/2015 on BOTH SURVEY and GIS and must be current. 5. Minimum of five (5) years of experience in conducting assessment and survey; and 6. Minimum of assessment and survey projects conducted, specifically for at least a minimum of one (1) Government Agency and at least five (5) Private Institutions.	

PROJECT ACCEPTANCE	
Acceptance of the total project shall be on a per module basis, subject to the evaluation of the end-users, duly approved by the Company's authorized representatives and compliant with the system automation requirements prescribed by the Commission on Audit and the Bureau of Internal Revenue. The following indicators should be present: PEZA Ecozone Map: • The system shall be accessible at concerned offices on a network • System is running and conforms with government rules and Company's operational needs • Submitted reports generated by the systems as per specification • Trained identified technical staffs and end-users conforming to the list given	
PROJECT DEVELOPMENT TEAM REQUIREMENTS	
1. Project Manager Engineering graduate with minimum 10 years of relevant cumulative experience in project management. Proven expertise in large-scale GIS and IT integration projects, thematic mapping, remote sensing, and navigation system content development. Must demonstrate leadership in project assessment, research, data analytics, and stakeholder coordination in complex infrastructure and smart city environments. 2. Project Coordinator Professional with at least 2 years of relevant cumulative experience in project coordination and implementation support. Demonstrated ability to manage multi-project development environments using project management, as evidenced by ongoing and completed contract. Experience in Notion Project Management, GIS and IT integration projects, progress monitoring, stakeholder communication, and documentation. Preferably with exposure to ecozone development and digital twin applications. 3. Geodetic Engineer Licensed Geodetic Engineer with at least 5 years of experience in LiDAR, topographic and land surveying. Must demonstrate competence in boundary, cadastral, and control surveys. Preferably with exposure to GIS applications and data integration for infrastructure or ecozone planning. 4. GIS Specialist Team Lead Graduate of Engineering or Science with a proven track record in GIS applications, including spatial analysis, database management, and production of thematic maps. Minimum 10 years of relevant experience in GIS project leadership and technical supervision. 5. GIS Data Processing & Database Specialist Graduate of IT or related Science field with at least 10 years of experience in processing LiDAR, satellite imagery, survey, and GIS field data. Proficient in extracting spatial information, performing quality checks, and uploading datasets into a centralized GIS database. Main responsibility is to establish, update, and maintain the GIS database to ensure accuracy, consistency, and usability across all project components. Skilled in enterprise GIS platforms (ArcGIS, QGIS, SuperMap). 6. GIS Field Survey Team Lead	

IT or Science education, with minimum 10 years of experience in field surveying and geospatial data collection. Proven ability to gather ecozone field data (infrastructure, land parcels, utilities, environmental assets) and translate results into a structured GIS database. Must demonstrate skills in GIS field work and integration of survey outputs into GIS workflows. 7. QA/QC Consultant Licensed Geodetic Engineer with MSc in Engineering and PMP certification. Must have at least 10 years of project management experience in GIS, and IT-enabled infrastructure projects. Extensive expertise in ISO 9001 QMS implementation and auditing, preparation of QA/QC protocols, and conducting technical reviews. Proven competence in GIS data validation, thematic mapping, error detection/correction, and quality risk management. Excellent reporting and documentation skills. 8. Environmental & Asset Management Consultant Licensed Civil Engineer with an MSc in Environmental Engineering and PhD. At least 10 years of experience in environmental planning, asset management, and policy advisory. Responsible for identifying and cataloging all ecozone assets (buildings, utilities, infrastructure), and for implementing a GIS-based digital system for environment and asset tracking aligned with smart ecozone objectives.	
MODE OF PROCUREMENT	
The procurement of the technical documentation services shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its revised IRR and shall be sourced from PEZA's Corporate Operating Budget (COB).	
PRODUCT WARRANTY & SERVICES	
• Application System Software warranty is one (1) year that includes modification, troubleshooting, updates, revision, customization and changes in compliance with accounting and auditing rules with the provision for on-call maintenance services after the Warranty Period. • Infrastructure and IT resources used during development should be provided by supplier • Cloud subscription and validity of software licenses should start at date of complete delivery • System Software maintenance and troubleshooting within warranty period. • Any error or fault in any of the services delivered (e.g. design, programming, data conversion / migration error, etc.) shall be acted upon, resolved and / or replaced accordingly at no cost to the PEZA. • Notwithstanding the provision of quality assurance, the service provider is required to provide a one-year (after final Project acceptance) guarantee and assurance that the project and all its component parts are accurate, complete, operable, uncompromised, and error-free in accordance with set standards and performance criteria. Thus, anytime within the one-year warranty, the service provider shall supply or make available to PEZA the necessary services to correct data entry / data validation error / faults, mitigate program bugs. • Provider should be present during post evaluation by BIR. • Any findings by BIR related to CAS and SDTS in post evaluation should be covered and rectified by service provider even beyond contract period. • Based on the 2016 Revised Implementing Rules and Regulations Rule XIX Contract, Prices and Warranties Section 62, in order to assure that production defects shall be corrected by the provider, a warranty security shall be required from the contract awardee. The obligation for the warranty shall be five percent (5%) of every progress payment.	

LIQUIDATED DAMAGES	
If the Provider refuse or fail to satisfactorily complete the project within the specified contract time or request extension of time provided in the contract without the approval of the PEZA, the Provider shall pay liquidated damages, and not by way of penalty, an amount as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract without prejudice to any other action or remedy it may take to recover the losses incurred as a result of the Provider's failure/non-performance, including but not limited to, forfeiture of performance security and/or blacklisting of the latter. For entitlement to such liquidated damages, PEZA need not to prove damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become sue to the Provider under the contract at PEZA's convenience.	
DELIVERY PERIOD	
60 Days Upon Issuance of Notice to Proceed	
PAYMENT SCHEME AND SCHEDULE	
Phase 1: Project Mobilization and Data Preparation Deliverables: Inception Reports Cost: 30% of the contract price	
Phase 2: System and Platform Development Deliverables: Creation of 3D and 2D Digital Twin systems for the 5 public zones and 433 ecozones. Cost: 40% of the contract price	
Phase 3: Integration, Testing, and Validation Deliverables: Creation of web and mobile investor portal, Digital Twin platform with GeoAI, and centralized dashboard and automation tools. Cost: 20% of the contract price.	
Phase 4: Handover, Training, and Knowledge Transfer Deliverables: Creation of training manuals and system documentation as well as the Final Handover Report and Acceptance documents. Cost: Cost: 10% of the contract price	
Payment shall be processed upon the acceptance of all deliverables in each phase by authorized/designated signatories of PEZA. Deliverables for Phases 1, 2.1 and 2.2 should be sequentially accepted first prior to the acceptance of the succeeding phases.	

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;

☐ (f) Duly signed Schedule of Requirements in accordance to Section VI of this bid document; **and**

☐ (g) 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

☐ (h) 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

☐ (i) 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

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

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

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

☐ (l) *[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.

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

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 the 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
gppb
Government Procurement Policy Board