PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines
Philippine Economic Zone Authority

Janitorial and Maintenance Services for PEZA-BCEZ

(Early Procurement Activity)

Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, 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

INVITATION TO BID
EARLY PROCUREMENT ACTIVITY FOR *Janitorial and Maintenance Services for PEZA-BCEZ*

1. The ***Philippine Economic Zone Authority - Baguio City Economic Zone***, through the ***2023 Corporate Operating Budget*** intends to apply the sum of ***Six Million One Hundred Thousand Pesos Only (Php 6,100,000.00)*** being the ABC to payments under the contract for ***PR22-09-072***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The ***Philippine Economic Zone Authority - Baguio City Economic Zone*** now invites bids for the above Procurement Project. Delivery of the Goods is required beginning on the date stipulated in the Notice to Proceed, good for two (2) years. Bidders should have completed, within *three (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 non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

    a. 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 ***Philippine Economic Zone Authority - Baguio City Economic Zone*** and inspect the Bidding Documents at the address given below during *8 am to 5 pm, Mondays to Fridays.*

5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 21, 2022* from the given address and website(s) below*, in the amount of Six Thousand Five Hundred Pesos (Php 6,500.00) Only*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*

6. The ***Philippine Economic Zone Authority - Baguio City Economic Zone*** will hold a Pre-Bid Conference on *November 29, 2022, 2 pm* at *the 3F Conference Room, BCEZ Admin Building,* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat thru manual submission at the office address indicated below, on or before *December 12, 2022, 1:00 pm.* Late bids shall not be accepted.

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

9. Bid opening shall be on *December 12, 2022 1:30 pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The ***Philippine Economic Zone Authority - Baguio City Economic Zone*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Baguio City Economic Zone – Bids and Awards Committee
Thru its:
BAC Secretariat
PEZA Administration Building, Baguio City Economic Zone
Loakan Road, Baguio City
bcezbacsec@peza.gov.ph
(074) 447 3683

12. You may visit the following website/s for downloading of Bidding Documents:

https://www.peza.gov.ph/bid-opportunities

November 21, 2022

ENGR. PAUL M. CODAMON
Chairperson, BCEZ-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***Philippine Economic Zone Authority - Baguio City Economic Zone*** wishes to receive Bids for the ***Janitorial and Maintenance Services for PEZA-BCEZ***, with identification number ***PR22-09-072***.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *Six Million One Hundred Thousand Pesos (Php 6,100,000.00) only*.

a. The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget as indicated in the indicative Annual Procurement Plan 2023.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at *the 3F Conference Room, BCEZ Admin Building* as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

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

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 *March 31, 2023.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Janitorial and Maintenance Services.* b. Prior to the deadline of submission and receipt of bids, the Bidder should have at least three (3) years of experience in providing janitorial, landscaping, clerical and skilled construction labor (carpentry, iron works, welding, etc.) services with exposure preferably in government institutions, hotels, condominiums, banking institutions, hospitals, malls and the like and shall submit Certificate/s of Satisfactory Performance for completed contracts. For those Contractor/Service Provider who has completed or has ongoing BCEZ Project/s, the Certification/s of Satisfactory Performance issued for the said project shall also be submitted.
7.1	*Subcontracting is not allowed*
12	The price of the Goods shall be quoted DDP *PEZA Administration Building, Baguio City Economic Zone, Loakan Road, Baguio 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 122,000.00, 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 Php 305,000.00 if bid security is in Surety Bond.
19.3	*1 lot* ***Janitorial and Maintenance Services for PEZA-BCEZ***
20.2	*No further instructions.*
21.2	*No further instructions.*

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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: "The delivery terms applicable to this Contract are delivered *at the PEZA Administration Building, Baguio City Economic Zone*. 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 *Corazon G. Karganilla.* **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 three months. Spare parts or components shall be supplied as promptly as possible, but in any case, within one month 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.
2.2	Payment shall be based on monthly billing per actual accomplishment
4	Supplies, Materials, Tools, and Equipment delivered shall be subject to inspection and acceptance

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	Unit	Total Quantity	Delivered, Weeks/Months
I	Personnel	pax	22	12 months (see Annex A for rates and TOR for number of hours to be rendered per employee)
II	**Annual Supplies**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Emulsion wax** (buffable)	Gal	35	Quarterly
2	**Bleach**	Gal	45	Quarterly
3	**Wax stripper**	Gal	20	Quarterly
4	**Glass cleaner** (500ml)	Units	5	Quarterly
5	**Air Freshener** (scented gel), 320 ml	Can	10	Quarterly
6	**Liquid hand soap**, anti-bacterial, scented with moisturizer	Gallon	14	Quarterly
7	**Liquid hand soap (750ml),** anti- bacterial, scented with moisturizer	Bottles	6	Quarterly
8	**Toilet bowl cleaner** (900ml/bottle) with muriatic Acid	Bottles	15	Quarterly
9	**Polishing pad**, 16in. (Specs compatible with brand of polisher)	Pieces	6	Quarterly

Item Number	Description	Unit	Total Quantity	Delivered, Weeks/Months
10	**Stripping pad**, 16in. (Specs compatible with brand of polisher)	Pieces	15	Quarterly
11	**Mop head**, dry weight: 400g	Pieces	40	Quarterly
12	**Powder laundry soap** (1kg)	Kilograms	40	Quarterly
13	**Furniture polish** (330ml)	Pieces	10	Quarterly
14	**Deodorant cakes**, scented, 50g	Pieces	150	Quarterly
15	**Paint Brush (3"),** for cleaning computers	Pieces	4	Quarterly
16	**Disinfectant spray (340g)**, Active Ingredient: 60% Ethanol, Propellant: Hydrocarbon, Fragrance: Early Morning Breeze	Bottles	6	Quarterly
17	**Soft broom** (thick)	Pieces	25	Quarterly
18	**Stick broom** (thick)	Pieces	150	Quarterly
19	**Ceiling broom** , plastic	Pieces	5	Quarterly
20	**Bowl brush** (plastic handle)	Pieces	5	Quarterly
21	**Hand brush** w/ handle (small) -	Pieces	3	Quarterly
22	**Bowl pump/toilet plunger** - specifications: 2ft overall length, 12cm rubber pump diameter	Pieces	6	Quarterly
23	**Mop handle** -Steel, length: 5ft	Pieces	8	Quarterly
24	**Complete 14-14-14 fertilizer** weight: 50kg/sack	Sack	2	Quarterly
25	**Fern chips** weight: 50kg/sack	Sack	2	Quarterly

Item Number	Description	Unit	Total Quantity	Delivered, Weeks/Months
26	**Ipa/ Rice Husk** weight: 25kg/sack	Sacks	5	Quarterly
27	**Nylon chord** for grass cutter, length per roll or weight, thickness of chord, 3mm dia, approximately 1 kg per roll/pack, 200 test lbs	Roll	8	Quarterly
28	**Dishwashing Liquid** (780ml), antibacterial, scented	Pieces	30	Quarterly
29	**Garbage bag (Large)** 100pcs/pack, black, oxy-biodegradeable, size: 650mm x 800mm	pack	5	Quarterly
30	**Garbage bag (Extra Large)** 100pcs/pack, black	pack	5	Quarterly
31	**Garbage bag (Medium)** 100pcs/pack, black	pack	1	Quarterly
32	Biodegradable **Sando Bag** (Medium) 100pcs/pack	pack	5	Quarterly
33	**Dishwashing scrub sponge** (100mmx75mmx30mm)	Pieces	40	Quarterly
34	**Insect sprayer**/Cockroach Killer (500ml)	Units	10	Quarterly
35	**Hand Towel**, size: 14in x 24in, color: White	Pieces	30	Quarterly
36	**Various flowering plants**	Pieces	300	Quarterly
37	**Door mat**, Cloth, Oval Shape, Diameters: 20in, 16 in	Pieces	15	Quarterly
38	**Round Rags**, approx 6 inches in diameter, cotton	Kilograms	12	Quarterly
39	**Seedling pot** (6 x 6 x 11), plastic, 100 pcs/set	set	3	Quarterly

Item Number	Description	Unit	Total Quantity	Delivered, Weeks/Months
40	**Seedling pot** (7 x 7 x 12), plastic, 100 pcs/set	set	2	Quarterly
41	**Decorative pot**, size 6, shape	Pieces	100	Quarterly
42	**Polishing pad,** 13in, size 406 mm	Pieces	7	Quarterly
43	**Stripping pad**, 13in.	Pieces	7	Quarterly
44	**Motor Oil**, SAE 40	liter	3	Quarterly
45	Spare **Carburator** (same brand as Grass cutter)	set	1	Quarterly
46	Spare **Spark plug** (same brand as Grass cutter)	set	1	Quarterly
END OF ITEM II				
III	**Annual Personal Protective Equipment**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Laundry/Dishwashing rubber Gloves**, Medium, Color: Yellow	Pairs	30	1 month upon receipt of NTP
2	**Knitted gloves** with rubberized dots	Pairs	40	1 month upon receipt of NTP
3	**Latex Rubber coated Cotton Gloves**, Color; Grey/Orange, Material: Cotton Yarn, Non-slip, Size: 20-22cm	Pair	20	1 month upon receipt of NTP
4	3 Ply with Earloop, **Disposable face mask**, 50pcs/box	box	111	Quarterly
5	**Rubber Boots**, waterproof, non-slip wear resistance, tube height 35cm	Pairs	15	1 month upon receipt of NTP

END OF ITEM III				
IV	**Personal Protective Equipment (1st year only)**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Rain Coat** (pants and jacket with hood), rubberized, size: 10 pcs Large and 4 pcs. Medium	Pairs	14	1 month upon receipt of NTP
2	**Shin Guard**, Made with polyester encasing polycarbonate, cover everything from the front and sides of the shin, to the front of the ankle and the metatarsal area of the foot	Pairs	2	1 month upon receipt of NTP
3	**Reflectorized Vest** with company logo, fluorescent green	Pieces	15	1 month upon receipt of NTP
4	**Garden net**, 2.5m height	meters	10	1 month upon receipt of NTP
5	**Brim Hat (Silag)**	Pieces	15	1 month upon receipt of NTP
END OF ITEM IV				
V	**Tools and Equipment (1st year only)**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Grass cutter** (Big Scissors), minimum length blade: 9', min. overall length: 22', heavy duty	Units	5	1 month upon receipt of NTP
2	**Push cart/ wheel barrow,** Length:84cm, Width:57cm, Depth:27cm, Hold up to 120kg	Units	6	1 month upon receipt of NTP
3	**Leaf Rake**, wooden handle, length: 6ft, Reinforced with 22 teeth, rake head is made	Unit	5	1 month upon receipt of NTP

	of high-carbon steel, Size: About 42 x 40cm(L x W)			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
4	**Bolo**, heat treated, length: 18 inches	Units	10	1 month upon receipt of NTP
5	**Pruning shears**, 4 curved, length: 8 inches, heat treated, nickel finish	Units	2	1 month upon receipt of NTP
6	**Scythe (kompay or tabas)** (Plastic handle)	Units	10	1 month upon receipt of NTP
7	**Garden Hose** (3/4 diameter; 60m per roll), rubber, with braided layer	roll	9	1 month upon receipt of NTP
8	Heavy Duty **Mop Squeezer** (36L)	Units	1	1 month upon receipt of NTP
9	**Electric polisher**(13in), Specifications: Net Weight: 21Kg Underside Size: 33cm with Bumper Handle Size: 1m Adjustable Stainless Tube Cord: 13.5m Royal Cord Motor: 1/3 HP, 220 V, 60 Cycles Brush Speed: 190 RPM Consumption: 0.248kw/248watts	Unit	1	1 month upon receipt of NTP
10	**Grass cutter** , 4-stroke, gasoline powered w/out 2T, Type:- OHC, Single cylinder, Displacement: 35.8 cm (2.18 cu in), Bore x Stroke: 39.0 x 30.0 mm (1.5 x 1.2 in) Net power 1: 1.0 kW (1.4 PS) @ 7,000 rpm, Maximum net torque: 1.6 N-m (0.16 kgf-m, 1.2 lbf-ft) @ 5,500 rpm, Compression	Units	1	1 month upon receipt of NTP

	Ratio: 8.0 : 1, Weight: 7.49 kg (16.5 lbs)			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
11	**Shovel**, round point, metal handle and body	Units	6	1 month upon receipt of NTP
12	**Grub hoe**, wooden handle	Units	2	1 month upon receipt of NTP
13	**Fork hoe**, wooden handle	Units	2	1 month upon receipt of NTP
END OF ITEM V				
VI	**DOLE Compliance (Annual)**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	Basic Occupational Safety and Health Training (BOSH)	Course	1	1st Quarter
2	First Aid Training by Red Cross	Course	1	1st Quarter
3	8-Hour Mandatory Safety Training for employees c/o Safety Officer of the contractor	Lot	1	1st Quarter
4	Cost of Employees Annual Medical Exam – Chest X-ray PA, CBC, Urinalysis, Fecalysis, Complete Physical Exam, ECG, Drug Test, Blood Chem. (FBS, Cholesterol, SUA), etc.	employee	22	1st Quarter
5	Gender Sensitivity and Safe Spaces Act Trainings c/o PEZA	employee	22	1st Quarter
END OF ITEM VI				

VII	Tools and Materials for Skilled Personnel			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Flap Disc**, diameter: 4.5", thickness: 7/8"	pc	50	Quarterly
2	**Cutting Disc**, diameter: 125mm, thickness: 2.5mm, RPM :15200 max	pc	50	Quarterly
3	**Welding Electrodes**, N-7018, size: 3.2 X 350 mm	kg	50	Quarterly
4	**3-1/4" HSS Planer Blade**, compatible with Bosch Professional GHO 6500	pair	2	1 month upon receipt of NTP
5	**Metal Cutting Wheel for Speed Cutter**, 355mm x 3mm x 25.4 mm, RPM: 4400 max	pc	3	1 month upon receipt of NTP
6	**Carbide Tipped Blade for Wood** (No. 721107-6A 110X2.0X20mm) - Circular Saw Blade, compatible with Bosch Professional GKS 7000	pc	3	1 month upon receipt of NTP
7	**Grease Spray Multi-Purpose Lubricant**, 200 ml	pc	2	1 month upon receipt of NTP
END OF ITEM VII				
VIII	**Other Tools and PPE (1st year only)**			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
1	**Vacuum Cleaner,** Wet/Dry, 45 L, 64mm x 2.1m Dual-Flex Locking Hose, with: Two Extension Wands, Universal Nozzle, Wet Nozzle, Dusting Brush, Car Nozzle, Muffler/Diffuser, Quick Lock Filter ,1050W motor,	Unit	1	1 month upon receipt of NTP

	360° casters, 45 litre/12-gallon drum capacity, Power cord length: 4.5 m, Rear blowing port allows vac to operate as blower, with Large drain.			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
2	**2-Speed Hammer Drill**, 720W, With Torque limiter Drilling capacity on concrete: 20 mm (3/4"), Drilling capacity on steel: High = 8 mm (5/16") / Low = 13 mm (1/2"), Drilling capacity on wood: High = 25 mm (1") / Low = 40 mm (1-9/16"), No load speed: 1,200 rpm (Low) / 2,900 rpm (High), Impact per minute: 24,000 ipm (Low) / 58,000 ipm (High), Overall length: 362 mm (14-1/4"), Net weight: 2.5 kg (5.6 lbs), Power supply cord: 2.5 meters (8.2 feet) with: Side Handle, Depth Gauge, Chuck Key, & Tool Case.	set	1	1 month upon receipt of NTP
3	**Swivel Base Work Bench Table Vice Clamp with Anvil,** Jaws length: 6" or 150mm, Maximum opening: 5" or 130mm, Minimum Net weight: 25.3lb or 11.5kg	pc	1	1 month upon receipt of NTP
4	**Glass diamond cutter,** overall length: 175 mm, cutting ability: 2-12mm	pc	1	1 month upon receipt of NTP
5	Precision **Wire Stripper,** 10-22 AWG, finish: black oxide	pc	1	1 month upon receipt of NTP
6	**Right Angle L-Shape Square Ruler,** 12", 90	pc	2	1 month upon receipt of NTP

	degrees, silver, Material: Stainless Steel, Metal			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
7	**16 oz. Claw Hammer**, meets ANSI standard, Heat treated	pc	2	1 month upon receipt of NTP
8	8m/26ft **Tape Measure-** Rubber Slide Lock	pc	2	1 month upon receipt of NTP
9	Aluminum Alloy Hand Frame **Hack Saw**, 12" / 300 mm, Dual Rubber Handles with blade.	pc	2	1 month upon receipt of NTP
10	**Combination Steel Pliers**, 200mm/8in overall length, Complies with all DIN, ISO and ANSI standards, Heat treated chrome steel, Interlocking joint assembly, Bi-material handles	pc	2	1 month upon receipt of NTP
11	Insulated **Long Nose Pliers**, Size:8""/200mm, Black finish and polish, Insulated handle, Stand high pressure:1000V	pc	2	1 month upon receipt of NTP
12	Cushion Grip **Philips Screwdriver**, SIZE : 200MM, Chrome Vanadium (Cr-V) blade for durability, Magnetic tips for easy pick up and screw locator, Ergonomic design with finger point in neck-down area for precise control, Built-in hang hole for easy storage	pc	2	1 month upon receipt of NTP
13	**Safety Shoes** ,Steel Toe, High Cut, Anti Static, Oil Resistant, Shock	pair	3	1 month upon receipt of NTP

	Absorption, Puncture Proof, Slip Resistant Sole			
Item Number	**Description**	**Unit**	**Total Quantity**	**Delivered, Weeks/Months**
14	**Coverall with reflector & company logo -** reflectorized stripe, color: green, location: back and size of logo: 2in minimum	pc	3	1 month upon receipt of NTP
15	**Sewer Rod Flat Bar**, 1/2 in x 50 feet	pc	1	1 month upon receipt of NTP
16	**Spiral Pipe Drain Auger / Clearing Rod,** 1/4 in x 5m (16 feet)	pc	1	1 month upon receipt of NTP
END OF ITEM VIII				

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Number of Personnel, Salaries, and Wages as stipulated in ANNEX A	
2	Janitorial Supplies and Materials, DOLE Compliance, Tools for Skilled Personnel as stipulated in the Schedule of Requirements and submitted Price Schedule ; and	
3	Compliance to the Terms of Reference	

TERMS OF REFERENCE

I. Description of Project

To hire a Contractor/Service Provider for the supply of labor, tools, equipment, materials and supplies including supervision for janitorial, landscaping, regular cleaning and sanitation and other related services which includes general cleaning, housekeeping, janitorial maintenance works, sanitation, skilled construction labor (carpentry, iron works, welding, etc.) and/or works, when needed, all in accordance with standards, methodologies and approved plans and manpower deployment schedule through public bidding.

II. General Requirement

a. Workmanship

All operations/undertakings required in any and all parts of the plans and technical specifications shall be undertaken by the personnel of the Contractor/Service Provider with sufficient experience in similar operations shall be allowed to undertake the same.

b. Inspection of site

The Contractor/Service Provider acknowledges and warrants that it has fully inspected and examined the site and its surroundings, satisfied itself by submitting its bid, which is based on current data including physical conditions at the site. That its Bid conforms as to the requirements of the work and materials necessary for the completion of the works, and the means of access to the site, the accommodation it may require, and that it has obtained for itself, all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its bid.

c. Rejections

Supplies, materials, tools & equipment not in conformance with the provisions of the technical specifications and scope of work of this project shall be rejected by PEZA-BCEZ at any time during the contract period. The Contractor/Service Provider shall receive copies of reports of rejections of supplies, materials, tools and equipment. The Contractor/Service Provider shall see to it that all of the supplies, materials, tools & equipment as required in this contract are available and operational for use at all times and that there will be no delays in the janitorial, cleaning, sanitation, skilled construction labor (carpentry, iron works, welding, etc.) and landscaping works to be rendered due to lack of supplies & materials or defective tools & equipment.

d. Pre-termination Clause

The PEZA-BCEZ reserves the right to pre-terminate the contract after thirty (30) calendar days written notice to the Contractor/Service Provider if in its opinion, after due verification of facts, the Contractor/Service Provider is not providing satisfactory services or is not complying with the Terms and Conditions of the contract.

The grounds for the termination of the contract by the BCEZ include but not limited to the following:

1. The Contractor/Service Provider violated any of the Terms and Conditions of the contract;
2. Non-compliance to the Minimum Wage Law;

3. Non-remittance/Delayed/Under-remittance of SSS contributions and loan amortization and other contributions due to government agencies by the Contractor/Service Provider;
4. Delayed payment of salaries and wages for two (2) consecutive payroll period including overtime payments of service personnel assigned at the PEZA-BCEZ without any valid reason or giving of cash advance;
5. Failure to maintain a satisfactory level of performance as a result of an evaluation based on a set of performance criteria to be done before the end of each year; and
6. Any other act or omission committed by the Contractor/Service Provider or its Supervisor/service personnel which is detrimental or prejudicial to the interest of BCEZ, its employee(s), member(s) or public.

III. Service Provider's Responsibilities

a. The Supervisor or service personnel concerned as the case may be, shall make available the tools, equipment, supplies and materials and their control records/documents, any time for inspection/review by authorized representative/s of the PEZA-BCEZ.

Refusal with no justifiable cause by the Service Provider or any of its service personnel to cooperate with the inspection or audit shall be a ground for the relief of such erring employee and/or termination/cancellation of the CONTRACT and debarment/blacklisting of the Contractor/Service Provider from BCEZ accredited service providers.

b. The cost of replacement, repair and maintenance of all tools, devices and equipment required attributed to negligence and/or deliberate destruction by the Contractor/Service Provider's personnel shall be for the account of the Contractor/Service Provider.

c. The Contractor/Service Provider and its service personnel including the Supervisor deployed at PEZA-BCEZ shall agree to abide with the performance and security requirements of BCEZ and comply promptly with the directives, instructions and existing rules and regulations of the PEZA. For this purpose, all service personnel shall attend an orientation seminar or briefing to be conducted by BCEZ before they are allowed to work.

d. The Contractor/Service Provider shall provide company working uniforms and PPE's to all of its personnel.

e. PEZA-BCEZ shall conduct an assessment or evaluation of the performance of the Contractor/Service Provider based on a prescribed set of performance criteria as follows:

1. Quality Service Delivered
   - Degree of Cleanliness
   - Materials Used
   - Availability of Tools and Equipment
   - Compliance to Cleaning, Sanitation, Skilled Construction Labor (carpentry, iron works, welding, etc.), & Landscaping Standards and Methodology

2. Time Management

- Response Time
- On Time Delivery of Supplies and Materials
- Work Efficiency in Cleaning, Sanitation, Skilled Construction Labor (carpentry, iron works, welding, etc.) & Landscaping
- Supervisor's Monitoring of Services

3. Management and Suitability of Personnel
   - Completeness of Uniform
   - Total personality/appearance
   - Disciplinary actions taken against erring personnel
   - Physically and mentally fit to work
   - Availability of Trainings for Personnel
   - Deployment of personnel
   - Assignments of Special Projects

4. Contract Administration and Management
   - Compliance to the Terms and Conditions of the Contract
   - Violations in the Terms and Conditions of the Contract

5. Regular Progress Report
   - No. of work accomplishments
   - On time submission of reports of supervisors
   - Implementation of Weekly Special Projects

f. The Contractor/Service Provider shall maintain a satisfactory level of performance throughout the contract period. The issuance of Certificate of Satisfactory Performance shall be based on the performance of the Contractor/Service Provider using the preceding performance criteria.

g. The Contractor/Service Provider's Performance Bond shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the janitor assigned by the Contractor/Service Provider. In case the bond is not sufficient to cover such losses or damages, the Contractor/Service Provider shall have to pay the balance directly to BCEZ.

h. The Contractor/Service Provider shall agree and conform to the scope of services/work, specifications, standards and methodologies, benchmark, guidelines, procedures and manpower deployment set by BCEZ. The Contractor/Service Provider may complement it with his own plan and schedule of distribution of supplies, materials, tools and equipment to be used and training(s) of employees to attain the service objectives.

i. The Contractor/Service Provider shall see to it that their personnel use appropriate Personal Protective Equipment (PPE) when performing activities/tasks that would require its use.

j. The Contractor/Service Provider shall conduct its own background investigation of all assigned service personnel including relievers or as replacement prior to its deployment per BCEZ policy. The Contractor/Service Provider shall immediately submit the result of the background investigation indicating the information stated below subject for counter checking of the PEZA-BCEZ Zone Police Force. The background investigation shall cover the following:

(i). National and Local Agency Check – refers to the process of coordinating with the following pertinent national and local agencies in order to verify with their records if the job applicant is implicated in any issue that could be derogatory in nature (whichever applies):

- National Bureau of Investigation (NBI)
- Barangay
- Local Police Station

(ii). Employment Record Check – refers to the process of coordinating with the authorized representative of the personnel's previous employer in order to confirm his/her employment in that company/office and elicit information about his/her morality, integrity, character, reputation and work ethics.

(iii). Neighborhood Check – refers to the series of interviews with neighbors (including provincial addresses) of the personnel to confirm if he/she is a resident of the disclosed address and to elicit information about his/her morality, integrity, character and reputation.

k. The Contractor/Service Provider may discuss their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations and identify risks, impacts and opportunities to improve services rendered, during coordination meetings or in WRITING, for proper action.

l. Reports on major or minor incident must be conveyed immediately to the Safety Officer of PEZA-BCEZ and shall also report to ASD.

m. The Service Provider shall observe the required standards of safety and procedures as well as the PEZA-BCEZ's house regulations.

IV. Contract Duration / Completion Time

Effective on the date stipulated in the Notice to Proceed (NTP) to be issued by PEZA - BCEZ covering a two (2) year period.

V. Submittals

THE FOLLOWING SHALL BE SUBMITTED TO PEZA-BCEZ AS SCHEDULED:

1. List of service personnel and relievers, copies of their NBI and police clearances, Medical Certificates, Drug Tests, biodata with 1" x 1" ID picture, and Certificates of Trainings within fifteen (15) working days from receipt of Notice to Proceed (NTP). COVID Vaccination status of the listed service personnel shall also be submitted within seventy-two (72) hours before the deployment schedule.
2. The Contractor/Service Provider shall furnish BCEZ with the corresponding copy of the certificate of training/s for each service personnel fifteen (15) calendar days after receipt of the Notice of Award (NOA).
3. Work Program and Action Plans within fifteen (15) calendar days from receipt of NTP.

VI. Personnel

a. The Contractor/Service Provider shall provide PEZA-BCEZ, with the required service personnel and Supervisor at all times as stipulated in the manpower complement and deployment schedule.
b. The Contractor/Service Providers' Area Supervisor shall conduct visits/ocular inspections to monitor the work performance of their janitorial personnel, check and inspect the tools and equipment and inventory of supplies/materials and assess the overall cleanliness in the PEZA-BCEZ, maintenance of landscaped areas and conduct of cleaning and sanitation.
c. The Supervisor shall have the authority to exercise close supervision over the work of the assigned service personnel and shall act and make decisions in behalf of and for the account of the Contractor/Service Provider on matters arising from questions or complaints raised by PEZA-BCEZ, or by the service personnel themselves.
d. The Supervisor shall see to it that the service personnel are physically and mentally fit and should not be under the influence of liquor or any prohibited drugs before they are allowed to report to their assigned post. He or she shall also ensure compliance of all service personnel to applicable national laws and/or local ordinances related but not limited to the following: anti-smoking, drug-free workplace, "momma"-free environment.
e. All service personnel, including incoming relievers are subject for background investigation. In case there are incoming relievers who will report to BCEZ to replace current relievers during the implementation of the contract, the Contractor/Service Provider shall also comply with the submittals stated in Section V.A. of this General Scope as part of the requirements of the incoming relievers.
f. A random periodic drug testing will be conducted by the Service Provider for its employees at least once a year. The expenses incurred shall be borne by the Contractor/Service Provider. The drug test shall be conducted by a drug testing center accredited by the Department of Health (DOH). Positive results for dangerous drug use shall be a ground to ban and/or request replacement of service personnel in line with the BCEZ Drug-Free Workplace Policy.
g. The Contractor/Service Provider shall have a minimum of three (3) relievers available at any time to take over in case some regular service personnel are absent at no extra cost to the BCEZ. The relievers shall also be subject to background investigation. Forced days-off of regular service personnel will not be allowed. In no case shall the service be subcontracted. No trainees shall be allowed as a reliever even if they are identified as such.
h. The service personnel assigned at BCEZ must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, and fit for work.
i. The Contractor/Service Provider may be required to have its service personnel retrained at its own expense when required by BCEZ.
j. The Contractor/Service Provider shall not reshuffle personnel without the prior clearance/approval of PEZA-BCEZ which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is, however, understood that on matters of disciplinary action towards the personnel of the Contractor/Service Provider, PEZA-BCEZ shall cooperate with the Contractor/Service Provider or vice versa by means of mutual consultation.
k. The Contractor/Service Provider may be allowed to absorb qualified service personnel of the PEZA-BCEZ's present and current Contractor/Service Provider, subject to the provisions on background investigation. The PEZA-BCEZ, however, reserves the right to demand the immediate replacement of

any service personnel assigned by the Contractor/Service Provider to the job who is wanting in competency, with questionable honesty and integrity or whose services will be prejudicial to the interests of the Agency.

l. The Contractor/Service Provider shall give written notice to PEZA-BCEZ, whenever any of the service personnel are to be replaced or removed. The number of personnel required in the contract may be increased or decreased in accordance with the needs of the PEZA-BCEZ to be covered by a supplemental contract.
m. The employees of the Contractor/Service Provider are not employees of PEZA-BCEZ; neither is there an employer-employee relationship between BCEZ and the Contractor/Service Provider. Consequently, the BCEZ shall deal exclusively and directly with the Contractor/Service Provider or its duly authorized representative in all matters regarding the contract.
n. The authorized personnel of PEZA-BCEZ, shall monitor the performance of the Supervisor and service personnel and assess the quality and acceptability of the service rendered, as well as their capability, competence and readiness to perform their duties.
o. Upon receipt of request and verification of facts, the Contractor/Service Provider shall immediately replace any service personnel who may be found and considered unfit by PEZA-BCEZ. The Contractor/Service Provider, however, shall abide the procedural and substantial requirements of the Labor Code of the Philippines regarding termination of workers/employees. Service Provider shall observe the required standards of safety and procedures. He shall observe the PEZA-BCEZ's house regulations.

VII. Health Protocols

The following provisions in cases of disruptions similar to the COVID-19 pandemic shall be observed and performed by the Contractor/Service Provider:

1. The Contractor/Service Provider shall not deploy personnel that exhibits symptoms associated with COVID-19, or other similar virus, or known to the Contractor/Service Provider to be unvaccinated and at the same time have recent exposure to persons with a confirmed or probable case, whether symptomatic or asymptomatic.
2. The Contractor/Service Provider shall ensure the issuance of appropriate directives to all deployed personnel on strict observance of precautionary measures implemented by the BCEZ to keep the workplace free from COVID-19 or other similar virus, and to prevent its transmission, e.g. physical distancing, frequent hand washing, wearing of face masks, and temperature checks at entry points, and such other measures/guidelines that will be implemented/issued by the BCEZ.
3. The Contractor/Service Provider shall supply the necessary personal protective equipment (PPE) and related supplies for all its personnel, such as face masks, etc. in connection with the onsite performance of their personnel duties.
4. Any infraction committed by the Contractor/Service Providers' personnel against such measures shall be a ground for the PEZA-BCEZ to request for replacement and/or terminate the deployment of said personnel.

VIII. Time Schedule and Program of Services

The Contractor/Service Provider shall provide the required services in accordance with the scope of service/work, standards, methodology, approved plan and manpower complement and deployment:

Area of Assignment	Supervisor	Clerk	Skilled	Janitorial
	1			
Admin		5		2
Grounds			3	9
Staffhouse				2

IX. Monitoring and Validation of Attendance

a. The Contractor/Service Provider shall furnish PEZA-BCEZ, a list of service personnel with their respective schedule and area of assignment at the start of the contract implementation and subsequent submittals shall be provided if there are changes in the schedules and area of assignment as determined by BCEZ.
b. The service personnel shall punch their daily time records and validated daily by the Contractor's authorized personnel. A report on the Total Manpower Complement shall be submitted daily by the Supervisor for monitoring purposes. Relievers, if any, shall be identified as such in their daily time records.
c. The Daily Time Records of the Service Provider's personnel, shall be submitted to PEZA-BCEZ for the particular billing period. The DTRs shall be the basis in the preparation of the payment.

X. Regular Cleaning and Sanitation Works

a. The Contractor/Service Provider shall conduct cleaning and sanitation works for all offices and rooms.

b. The Contractor/Service Provider shall require its personnel to wear appropriate Personnel Protective Equipment (PPE's) when doing cleaning and sanitation works. The PPE's necessary for the conduct of the sanitation works are included in the list of PPEs' to be delivered by the Contractor/Service Provider.

c. The cleaning and sanitation work of all offices, rooms and common areas will be done once a week for the duration of the contract period as coordinated with the Administrative Services Division (ASD). ASD shall supervise the conduct of cleaning and sanitation works.

d. The Contractor/Service Provider shall provide a record indicating the details of the cleaning and sanitation works made, findings/progress of cleaning and the necessary measures/recommendations to be undertaken. The Contractor/Service Provider shall also submit an Accomplishment Report for all the cleaning and sanitation works duly acknowledged by ASD.
e. The Contractor/Service Provider shall agree to abide with the performance and security requirements of the BCEZ in general and in areas where they are assigned at all times, and comply promptly with the directives, instructions and other existing rules and regulations of the BCEZ.

XI. Payment of Services

a. The labor cost must be at least based on the Minimum Wage Law for Baguio City.

b. The PEZA-BCEZ shall pay the CONTRACTOR based on the days/hours rendered by the service personnel (regular & relievers) in accordance with the wage rate and allowance provided by law. Payments for the services shall be processed and paid by the PEZA-BCEZ.
c. The Service Provider shall attach the proof of payment of the 13th month pay and five (5) days service incentive pay of the service personnel to its last billing for the current contract with the Agency.
d. The amount due to government agencies shall be based on the actual compensation/remuneration earned by the service personnel for a particular month.
e. Payment for the required janitorial, cleaning, sanitation and landscaping supplies, materials, tools and equipment shall be based on actual deliveries made by the Contractor/Service Provider.
f. The monthly billings consisting of the labor cost, tools, equipment, materials and supplies delivered as approved per contract, shall be submitted by the Contractor/Service Provider to PEZA-BCEZ within fifteen (15) calendar days from end of reference month.
g. The Contractor/Service Provider shall support its billings with the following documents. Failure to do so shall be construed as noncompliance of contractual obligations:
    1. Service/Charge/Billing invoice supported with signed payrolls for regular service personnel.
    2. List of absentees with the corresponding area of assignment and name of relievers and date/time of service rendered as confirmed/certified by the Contractor/Service Provider and PEZA-BCEZ's authorized personnel;
    3. Certified True Copy of R-5 (SSS Employer Contributions Payment Return) for the previous month with the Contribution Collection List received by SSS or Certified True Copy of the SSS Upload Monthly Contribution List thru electronic payment;
    4. Certified True Copy of Philhealth Agents Receipt (PAR) with contribution list for the previous month being billed;
    5. Certified True Copy of Pag-ibig Fund Receipt or File Upload Service thru electronic payment for HDMF (Pagibig) for the previous month being billed;
    6. Other documentary requirements of PEZA-BCEZ Finance Division for payments.
h. The amount of employer's share for contributions due to SSS, ECC, Philhealth and Pag-ibig, should be in accordance with its respective schedule of contributions based on the monthly salary bracket.
i. The billing together with the supporting documents shall be reviewed and validated by PEZA-BCEZ.
j. The Contractor/Service Provider shall ensure that their performance bond is valid until the expiration of the service contract. The Contractor/Service Provider shall also submit the endorsement/amendments to PEZA-BCEZ on extension or revisions to its validity, as may be necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance Bond is updated.
k. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the Contractor/Service Provider from BCEZ.
l. It is understood that all payments shall be subject to the accounting rules and regulations of the BCEZ.

XII. Compliance with Labor Laws and Other Related Laws

a. The Contractor/Service Provider shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.
b. All obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect shall be paid and updated. All service personnel including relievers to be assigned at BCEZ shall be paid in accordance with the minimum wage law and other applicable labor laws.
c. Should the Contractor/Service Provider fail to comply with its obligations under the provisions of the minimum wage law, SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the BCEZ, shall have the option to either rescind the contract or deduct from the service fee any amount due and demandable from the Contractor/Service Provider for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the BCEZ to confiscate the bond filed by the Contractor/Service Provider, as well as to avail of other remedies provided for by law.
d. The Contractor/Service Provider shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel assigned to PEZA-BCEZ in connection with the performance of their duties and shall free PEZA-BCEZ from any legal suit or liabilities in connection therewith.

XIII. Price Adjustment

The bid price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

XIV. Penalty Clause

A. A monthly inventory of the required janitorial, cleaning, sanitation & landscaping tools and equipment to be held every end of the month shall be conducted by the Contractor/Service Provider and PEZA-BCEZ's authorized representative to ensure that all required janitorial, landscaping, and carpentry tools and equipment are operational. Any missing/defective janitorial & landscaping tools/equipment shall be deducted from the Contractor/Service Providers' monthly billing using the following formula:

Total deduction = Aggregate of the cost of missing/defective items

where: cost per day of missing/defective item (refer to the depreciation cost of the item) x no. of days the item is missing/defective

B. Only approved items for delivery such as supplies, materials and cleaning chemicals shall be made within the prescribed schedule stipulated in Section VI. Schedule of Requirements of the bidding documents. Only actual items delivered as scheduled shall be paid. In case of late deliveries or non-deliveries, the PEZA-BCEZ shall have the right to impose liquidated damages, for every day of delay in

an amount equivalent to 1/10th of 1 percent of the cost of the delayed items scheduled for delivery, deductible from their billings for deliveries for the corresponding month. The computation of liquidated damages shall be reckoned on the receipt of notice from PEZA-BCEZ. Once the cumulative amount of liquidated damages reaches ten (10) percent of the amount of the contract, PEZA-BCEZ may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances, as provided by Section 58 of the 2016 IRR of RA 9184.

Annex A – Personnel Requirement, Salaries, and Wages

Philippine Economic Zone Authority
Baguio City Economic Zone

I. PERSONNEL REQUIREMENT, SALARIES, AND WAGES

Personnel No.	Description	Working Days / Year	Working Days / Month	Ratio	Rate per Day	A Monthly Basic Salaries/Wages	B Monthly SSS	C Monthly EC	D Philhealth	E PAG-IBIG Fund	A+B+C+D+E	TOTAL Monthly Salary	F 13th Month Pay (Monthly rate/12)	G 5 Days Service Incentive Leave / Year	H 12 Days Special holidays / Year	I A+B+C+D+E+F+G+H	Total (I*Personnel No.)
1	Supervisor for janitorial tasks assigned for 5 days/week	264	22	1.65	₱660.00	₱14,520.00	₱1,242.50	₱10.00	₱653.40	₱150.00	₱16,575.90	₱16,575.90	₱1,210.00	₱275.00	₱2,376.00	₱20,436.90	₱20,436.90
5	Clerks assigned for 5 days/week (EAD, ASD, FD, EMD, EHSD)	264	22	1.50	₱600.00	₱13,200.00	₱1,115.00	₱10.00	₱594.00	₱150.00	₱15,069.00	₱75,345.00	₱1,100.00	₱250.00	₱2,160.00	₱18,579.00	₱92,895.00
3	Skilled personnel assigned for 5 days/week (Facilities)	264	22	1.65	₱660.00	₱14,520.00	₱1,242.50	₱10.00	₱653.40	₱150.00	₱16,575.90	₱49,727.70	₱1,210.00	₱275.00	₱2,376.00	₱20,436.90	₱61,310.70
2	Personnel assigned for 6 days/week (Janitorial-Admin)	300	26	1.30	₱520.00	₱13,520.00	₱1,157.50	₱10.00	₱608.40	₱150.00	₱15,445.90	₱30,891.80	₱1,126.67	₱216.67	₱1,872.00	₱18,661.23	₱37,322.47
1	Personnel assigned for 5 days/week (Janitorial-Grounds/StaffHouse)	264	22	1.50	₱600.00	₱13,200.00	₱1,115.00	₱10.00	₱594.00	₱150.00	₱15,069.00	₱15,069.00	₱1,100.00	₱250.00	₱2,160.00	₱18,579.00	₱18,579.00
1	Personnel assigned for 6 days/week (Janitorial-Grounds/StaffHouse)	300	26	1.30	₱520.00	₱13,520.00	₱1,157.50	₱10.00	₱608.40	₱150.00	₱15,445.90	₱15,445.90	₱1,126.67	₱216.67	₱1,872.00	₱18,661.23	₱18,661.23
4	Personnel assigned for 5 days/week (Janitorial-Grounds/StaffHouse)	264	22	1.30	₱494.00	₱10,868.00	₱902.50	₱10.00	₱489.06	₱150.00	₱12,419.56	₱49,678.24	₱905.67	₱205.83	₱1,778.40	₱15,309.46	₱61,237.84
5	Personnel assigned for 5 days/week (Janitorial-Grounds/StaffHouse)	264	22	1.00	₱400.00	₱8,800.00	₱775.00	₱10.00	₱450.00	₱150.00	₱10,185.00	₱50,925.00	₱733.33	₱166.67	₱1,440.00	₱12,525.00	₱62,625.00
22																	
Computation: (rate per day*No. of Personnel*No. of Days)/12 Months												₱303,658.54			**TOTAL (Monthly)**		**₱373,068.14**
Personnel will report only during special holidays																	

Section VIII. 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; **and**

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

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.

REQUIRED FORMS

(most forms are downloadable from https://www.gppb.gov.ph/downloadables.php
in Microsoft Word format)

Company Name:_____ Authorized Representative:_____ Signature:_____

Price Schedule for Goods Offered from Within the Philippines

(page 49-67)

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
Annual Supplies									
1	**Emulsion wax** (buffable)	Gal	35						
2	**Bleach**	Gal	45						
3	**Wax stripper**	Gal	20						
4	**Glass cleaner** (500ml)	Units	5						
5	**Air Freshener** (scented gel), 320 ml	Can	10						
6	**Liquid hand soap**, anti-bacterial, scented with moisturizer	Gallon	14						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
7	**Liquid hand soap (750ml),** anti- bacterial, scented with moisturizer	Bottles	6						
8	**Toilet bowl cleaner** (900ml/bottle) with muriatic Acid	Bottles	15						
9	**Polishing pad**, 16in. (Specs compatible with brand of polisher)	Pieces	6						
10	**Stripping pad**, 16in. (Specs compatible with brand of polisher)	Pieces	15						
11	**Mop head**, dry weight: 400g	Pieces	40						
12	**Powder laundry soap** (1kg)	Kilograms	40						
13	**Furniture polish** (330ml)	Pieces	10						
14	**Deodorant cakes**, scented, 50g	Pieces	150						
15	**Paint Brush (3"),** for cleaning computers	Pieces	4						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
16	**Disinfectant spray (340g)**, Active Ingredient: 60% Ethanol, Propellant: Hydrocarbon, Fragrance: Early Morning Breeze	Bottles	6						
17	**Soft broom** (thick)	Pieces	25						
18	**Stick broom** (thick)	Pieces	150						
19	**Ceiling broom** , plastic	Pieces	5						
20	**Bowl brush** (plastic handle)	Pieces	5						
21	**Hand brush** w/ handle (small) -	Pieces	3						
22	**Bowl pump/toilet plunger** - specifications: 2ft overall length, 12cm rubber pump diameter	Pieces	6						
23	**Mop handle** -Steel, length: 5ft	Pieces	8						
24	**Complete 14-14-14 fertilizer** weight: 50kg/sack	Sack	2						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
25	**Fern chips** weight: 50kg/sack	Sack	2						
26	**Ipa/ Rice Husk** weight: 25kg/sack	Sack	5						
27	**Nylon cord** for grass cutter, length per roll or weight, thickness of chord, 3mm dia, approximately 1 kg per roll/pack, 200 test lbs	Roll	8						
28	**Dishwashing Liquid** (780ml), antibacterial, scented	Bottle/ pack	30						
29	**Garbage bag (Large)** 100pcs/pack, black, oxy-biodegradable, size: 650mm x 800mm	pack	5						
30	**Garbage bag (Extra Large)** 100pcs/pack, black	pack	5						
31	**Garbage bag (Medium)** 100pcs/pack, black	pack	1						
32	Biodegradable **Sando Bag** (Medium) 100pcs/pack	pack	5						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
33	**Dishwashing scrub sponge** (100mmx75mmx30mm)	Pieces	40						
34	**Insect sprayer**/Cockroach Killer (500ml)	Units	10						
35	**Hand Towel**, size: 14in x 24in, color: White	Pieces	30						
36	**Various flowering plants**	Pieces	300						
37	**Door mat**, Cloth, Oval Shape, Diameters: 20in, 16 in	Pieces	15						
38	**Round Rags**, approx 6 inches in diameter, cotton	Kilograms	12						
39	**Seedling pot** (6 x 6 x 11), plastic, 100 pcs/set	set	3						
40	**Seedling pot** (7 x 7 x 12), plastic, 100 pcs/set	set	2						
41	**Decorative pot**, size 6, shape	Pieces	100						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
42	**Polishing pad,** 13in, size 406 mm	Pieces	7						
43	**Stripping pad**, 13in.	Pieces	7						
44	**Motor Oil**, SAE 40	liter	3						
45	Spare **Carburator** (same brand as Grass cutter)	set	1						
46	Spare **Spark plug** (same brand as Grass cutter)	set	1						
								Subtotal Annual Supplies	

Company Name:_____ Authorized Representative:_____ Signature:_____

Annual PERSONAL PROTECTIVE EQUIPMENT (PPE):

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	**Laundry/Dishwashing rubber Gloves**, Medium, Color: Yellow	Pairs	30						
2	**Knitted gloves** with rubberized dots	Pairs	40						
3	**Latex Rubber coated Cotton Gloves**, Color; Grey/Orange, Material: Cotton Yarn, Non-slip, Size: 20-22cm	Pair	20						
4	3 Ply with Earloop, **Disposable face mask**, 50pcs/box	box	111						
5	**Rubber Boots**, waterproof, non-slip wear resistance, tube height 35cm	Pairs	15						
								Subtotal Annual PPE	

Company Name:_____ Authorized Representative:_____ Signature:_____

PERSONAL PROTECTIVE EQUIPMENT (1st Year Only)

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	**Rain Coat** (pants and jacket with hood), rubberized, size: 10 pcs Large and 4 pcs. Medium	Pairs	14						
2	**Shin Guard**, Made with polyester encasing polycarbonate, cover everything from the front and sides of the shin, to the front of the ankle and the metatarsal area of the foot	Pairs	2						
3	**Reflectorized Vest** with company logo, fluorescent green	Pieces	15						
4	**Garden net**, 2.5m height	meters	10						
5	**Brim Hat (Silag)**	Pieces	15						
								Subtotal PPE (1st Year only)	

Company Name:_____ Authorized Representative:_____ Signature:_____

TOOLS AND EQUIPMENT (1st Year Only)

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination(col 9) x (col 4)
1	**Grass cutter** (Big Scissors), minimum length blade: 9', min. overall length: 22', heavy duty	Unit	5						
2	**Push cart/ wheel barrow,** Length:84cm, Width:57cm, Depth:27cm, Hold up to 120kg	Unit	6						
3	**Leaf Rake**, wooden handle, length: 6ft, Reinforced with 22 teeth, rake head is made of high-carbon steel, Size: About 42 x 40 cm (L x W)	Unit	5						
4	**Bolo**, heat treated, length: 18 inches	Unit	10						
5	**Pruning shears**, 4 curved, length: 8 inches, heat treated, nickel finish	Unit	2						
6	**Scythe (kompay or tabas)** (Plastic handle)	Unit	10						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
7	**Garden Hose** (3/4 diameter; 60m per roll), rubber, with braided layer	roll	9						
8	Heavy Duty **Mop Squeezer** (36L)	Unit	1						
9	**Electric polisher**(13in), Specifications: Net Weight: 21Kg Underside Size: 33cm with Bumper Handle Size: 1m Adjustable Stainless Tube Cord: 13.5m Royal Cord Motor: 1/3 HP, 220 V, 60 Cycles Brush Speed: 190 RPM Consumption: 0.248kw/248watts	Unit	1						
10	**Grass cutter** , 4-stroke, gasoline powered w/out 2T, Type:– OHC, Single cylinder, Displacement: 35.8 cm (2.18 cu in),	Unit	1						

Company Name:_____ Authorized Representative:_____ Signature:_____

	Bore x Stroke: 39.0 x 30.0 mm (1.5 x 1.2 in) Net power 1: 1.0 kW (1.4 PS) @ 7,000 rpm, Maximum net torque: 1.6 N-m (0.16 kgf-m, 1.2 lbf-ft) @ 5,500 rpm, Compression Ratio: 8.0 : 1, Weight: 7.49 kg (16.5 lbs)								
1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
11	**Shovel**, round point, metal handle and body	Unit	6						
12	**Grub hoe**, wooden handle	Unit	2						
13	**Fork hoe**, wooden handle	Unit	2						
Subtotal Tools and Equipment (1st Year only)									

Company Name:_____ Authorized Representative:_____ Signature:_____

Annual DOLE COMPLIANCE

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Cost of Employees Annual Medical Exam – Chest X-ray PA, CBC, Urinalysis, Fecalysis, Complete Physical Exam, ECG, Drug Test, Blood Chem. (FBS, Cholesterol, SUA), etc.	employee	22						
2	First Aid Training by Red Cross	Course	1						
3	8-Hour Mandatory Safety Training for employees c/o Safety Officer of the Contractor	Lot	1	No cost					
4	Basic Occupational Safety and Health Training (BOSH)	Course	1	No cost					
5	Gender Sensitivity and Safe Spaces Act Trainings c/o PEZA		22	No cost					
Subtotal Annual DOLE Compliance									

Company Name:_____ Authorized Representative:_____ Signature:_____

Tools and Materials for Skilled Personnel

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	**Flap Disc**, diameter: 4.5", thickness: 7/8"	pc	50						
2	**Cutting Disc**, diameter: 125mm, thickness: 2.5mm, RPM :15200 max	pc	50						
3	**Welding Electrodes**, N-7018, size: 3.2 X 350 mm	kg	50						
4	**3-1/4" HSS Planer Blade**, compatible with Bosch Professional GHO 6500	pair	2						
5	**Metal Cutting Wheel for Speed Cutter**, 355mm x 3mm x 25.4 mm, RPM: 4400 max	pc	3						
6	**Carbide Tipped Blade for Wood** (No. 721107-6A 110X2.0X20mm) - Circular Saw Blade,	pc	3						

Company Name:_____ Authorized Representative:_____ Signature:_____

	compatible with Bosch Professional GKS 7000								
1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
7	**Grease Spray Multi-Purpose Lubricant**, 200 ml	pc	2						
8	**Vacuum Cleaner,** Wet/Dry, 45 L, 64mm x 2.1m Dual-Flex Locking Hose, with: Two Extension Wands, Universal Nozzle, Wet Nozzle, Dusting Brush, Car Nozzle, Muffler/Diffuser, Quick Lock Filter ,1050W motor, 360° casters, 45 litre/12-gallon drum capacity, Power cord length: 4.5 m, Rear blowing port allows vac to operate as blower, with Large drain.	Unit	1						
9	**2-Speed Hammer Drill**, 720W, With Torque limiter Drilling capacity on	set	1						

	concrete: 20 mm (3/4"), Drilling capacity on steel: High = 8 mm (5/16") / Low = 13 mm (1/2"), Drilling capacity on wood: High = 25 mm (1") / Low = 40 mm (1-9/16"), No load speed: 1,200 rpm (Low) / 2,900 rpm (High), Impact per minute: 24,000 ipm (Low) / 58,000 ipm (High), Overall length: 362 mm (14-1/4"), Net weight: 2.5 kg (5.6 lbs), Power supply cord: 2.5 meters (8.2 feet) with: Side Handle, Depth Gauge, Chuck Key, & Tool Case.								
1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
10	**Swivel Base Work Bench Table Vice Clamp with Anvil,** Jaws length: 6" or 150mm, Maximum opening: 5" or 130mm, Minimum Net weight: 25.3lb or 11.5kg	pc	1						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
11	**Glass diamond cutter,** overall length: 175 mm, cutting ability: 2-12mm	pc	1						
12	Precision **Wire Stripper,** 10-22 AWG, finish: black oxide	pc	1						
13	**Right Angle L-Shape Square Ruler,** 12", 90 degrees, silver, Material: Stainless Steel, Metal	pc	2						
14	**16 oz. Claw Hammer**, meets ANSI standard, Heat treated	pc	2						
15	8m/26ft **Tape Measure-** Rubber Slide Lock	pc	2						
16	Aluminum Alloy Hand Frame **Hack Saw**, 12" / 300 mm, Dual Rubber Handles with blade.	pc	2						
17	**Combination Steel Pliers**, 200mm/8in overall length,	pc	2						

Company Name:_____ Authorized Representative:_____ Signature:_____

	Complies with all DIN, ISO and ANSI standards, Heat treated chrome steel, Interlocking joint assembly, Bi-material handles								
1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
18	Insulated **Long Nose Pliers**, Size:8""/200mm, Black finish and polish, Insulated handle, Stand high pressure:1000V	pc	2						
19	Cushion Grip **Philips Screwdriver**, SIZE : 200MM, Chrome Vanadium (Cr-V) blade for durability, Magnetic tips for easy pick up and screw locator, Ergonomic design with finger point in neck-down area for precise control, Built-in hang hole for easy storage	pc	2						

Company Name:_____ Authorized Representative:_____ Signature:_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Unit	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
20	**Safety Shoes** ,Steel Toe, High Cut, Anti Static, Oil Resistant, Shock Absorption, Puncture Proof, Slip Resistant Sole	pair	3						
21	**Coverall with reflector & company logo** - reflectorized stripe, color: green, location: back and size of logo: 2in minimum	pc	3						
22	**Sewer Rod Flat Bar**, 1/2 in x 50 feet	pc	1						
23	**Spiral Pipe Drain Auger / Clearing Rod,** 1/4 in x 5m (16 feet)	pc	1						
								Subtotal Tools and Materials for Skilled Personnel	
								Price Schedule GRAND TOTAL:	

Company Name:_____ Authorized Representative:_____ Signature:_____

(LAST PAGE OF PRICE SCHEDULE)

Name: _____

Legal Capacity: _____

Signature: _____

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

(LAST PAGE OF PRICE SCHEDULE)

(This form shall be included in the Financial Envelope as basis of Bid Offer)

SUMMARY OF TOTALS	
SALARIES AND WAGES	
A. Monthly Wages Total (ANNEX A)	₱373,068.14
I. Salaries and Wages for the year (Monthly Wages x 12)	**₱4,476,817.68**
SUPPLIES AND MATERIALS	
II. PRICE SCHEDULE GRAND TOTAL	
III. TOTAL (I + II)	
IV. ADMINISTRATIVE COST	
A. Contractor's Profit	
B. Value Added Tax (VAT) (12% of III)	
TOTAL ADMINISTRATIVE COST (IV.A + IV.B):	
TOTAL PROJECT COST (III +IV) / BID OFFER	

Company and Representative Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : ***PR22-09-072***

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 agentCurrencyCommission 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 the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Jurat]

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

Republic of the Philippines
gppb
Government Procurement Policy Board