Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY
Cavite Economic Zone, Rosario Cavite

RAISING OF PERIMETER FENCE – 5TH PHASE AT THE CAVITE ECONOMIC ZONE

(CEZITB 2024-04-001)

April 2024
Sixth Edition

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Glossary of
Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.

Section I. Invitation to Bid

RAISING OF PERIMETER FENCE – 5TH PHASE AT THE CAVITE ECONOMIC ZONE (CEZITB 2024-04-001)

1. The PHILIPPINE ECONOMIC ZONE AUTHORITY-CAVITE ECONOMIC ZONE (PEZA-CEZ), through the Corporate Operating Budget for CY 2024 intends to apply the sum of **Pesos: Fifteen Million Two Hundred Twenty Seven Thousand Eight Hundred Fifty Six and 74/100 Only (₱15,227,856.74)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone (CEZITB 2024-04-001)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PEZA-CEZ now invites bids for the above Procurement Project. Completion of the Works is required within **one hundred fifty (150) calendar days**. Bidders should have completed, within **the last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from **CEZ-BAC Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00 a.m. to 5:00 p.m.**

5. A complete set of Bidding Documents may be acquired by interested bidders on **05 April 2024** from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **twenty five thousand Pesos Only (₱25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The PEZA-CEZ will hold a Pre-Bid Conference on **15 April 2024, 2:30 pm** at **2F New Administration Building, Cavite Economic Zone, Rosario, Cavite**, **and/or through videoconferencing / webcasting via Microsoft Teams**, which shall be open to all prospective bidders. For bidders who wish not to be physically present during the pre-bid conference, the BAC Secretariat shall email invite/meeting ID and password to those who signify their intent via email below.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, on or before **2:00 pm, 30 April 2024**. 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 16.

9. Bid opening shall be on **30 April 2024, 2:30 pm** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In any case the above date is declared a special non-working holiday, it will automatically be reset on the next working day.

11. The PEZA-CEZ reserves the right to reject any and all bids, annul the bidding process, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    Secretariat, CEZ-Bids and Awards Committee
    Phil. Economic Zone Authority-Cavite Economic Zone
    2/F New Administration Bldg., CEZ, Rosario, Cavite
    Tel. Nos. (046) 4376146 / 4376070
    Tel./Fax No. (046) 437-6090
    Email: cezbac@peza.gov.ph

13. You may visit the following websites:

    For downloading of Bidding Documents:

    a. PEZA Website (https://www.peza.gov.ph/bid-opportunities); or
    b. Philgeps Website

1 April 2024

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Ms. JESSICA M. ITAAS
Chairperson, CEZ-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PEZA-Cavite Economic Zone** invites Bids for the **Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone**, with Project Identification Number **CEZITB 2024-04-001.**

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Corporate Operating Budget for CY 2024** in the amount of **Pesos: Fifteen Million Two Hundred Twenty Seven Thousand Eight Hundred Fifty Six and 74/100 Only (₱15,227,856.74)**.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. 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 fifty percent (50%) of the Project.

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 **2F New Administration Building, Cavite Economic Zone, Rosario, Cavite** and/or through videoconferencing/ webcasting} as indicated in paragraph 6 of the **IB.**

15 April 2024, 2:30 pm

For bidders who wish not to be physically present during the pre-bid conference, CEZ-BAC Secretariat shall email invite/meeting ID and password to those who signify their intent via email **cezbac@peza.gov.ph**

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 IX. Checklist of Technical and Financial Documents**.

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

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

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

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

11. Documents Comprising the Bid: Financial Component

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

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

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. 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.

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

a. Philippine Pesos.

15. Bid Security

15.1. 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**.

15.2. The Bid and bid security shall be valid until **27 August 2024 or 120 calendar days from the date of opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid. (one original and one duplicate copy)

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 to the given website 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.

17. Deadline for Submission of Bids

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.**

(i) manual submission at the 1F New Admin Building, PEZA Cavite Economic Zone Rosario Cavite, on or before **2:00 pm, 30 April 2024**

18. Opening and Preliminary Examination of Bids

18.1. 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.

18.2. The preliminary examination of Bids shall be governed by Section 30 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 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:

1) Any structures with concreting, masonry and steel works.

2) Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>10.3</td><td>valid PCAB License
a. Size Range: <u>Small B</u>
b. License Category: <u>C & D</u>
c. Allowable Range of Contract Cost: <u>up to 30M</u></td></tr>
<tr><td>10.4</td><td>The key personnel must meet the required minimum years of experience set below:

<table>
<tr><th>Key Personnel</th><th>General Experience (Years)</th><th>Relevant Experience (Years)</th></tr>
<tr><td>Project Manager</td><td>5</td><td>3</td></tr>
<tr><td>Project Engineer</td><td>5</td><td>3</td></tr>
<tr><td>Construction Foreperson (Foreman)</td><td>5</td><td>3</td></tr>
<tr><td>Safety Officer</td><td>3</td><td>2</td></tr>
</table>
</td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><th>Equipment</th><th>Number of Units</th><th>Minimum Capacity</th></tr>
<tr><td>Electric chipping hammer</td><td>1</td><td>105-140 bar</td></tr>
<tr><td>Generator set</td><td>1</td><td>6 KVa</td></tr>
<tr><td>Welding Machine</td><td>1</td><td>200 - 400 amp</td></tr>
<tr><td>Electric Cut-off</td><td>1</td><td>2 - 3 KW</td></tr>
<tr><td>Concrete Vibrator</td><td>1</td><td>2 HP</td></tr>
<tr><td>Concrete Mixer</td><td>1</td><td>1000 gals</td></tr>
<tr><td>Chainsaw with blade</td><td>2</td><td>10 HP</td></tr>
<tr><td>Bar Bender</td><td>1</td><td>Up to 12mm</td></tr>
</table>
</td></tr>
<tr><td>12</td><td>Value Engineering not allowed.</td></tr>
</table>

15.1	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 (2%) **₱ 304,557.13**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than (5%) **₱ 761,392.84,** if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	The S/LCB shall submit ***two (2) sets of true copies of the original certified as such by the bidder or his duly authorized signatory*** within a ***non-extendible period of five (5) calendar days*** from receipt of the notification **arranged, numbered and tabbed as enumerated below**: 1. Certified true copy of Income Tax Return stamped received by BIR or its duly accredited and authorized institution for the immediately preceding year and six (6) consecutive months immediately prior to the submission of the Bid Proposal filed thru Electronic Filing and Payment System (e-FPS) of the BIR and duly validated confirmation as evidence to the tax payments made; 2. Certified true Copy of latest Business Tax Returns regarding VAT or Percentage Tax duly filed thru Electronic Filing and Payment System (e-FPS) of the BIR and duly validated confirmation as evidence to the tax payments made (Filing Reference Number) covering six (6) consecutive months immediately prior to the submission of the Bid Proposal. The Business Tax Return shall either be quarterly, monthly or a combination of both provided that the above requirement is complied.; 3. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; 4. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; 5. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). 6. Articles of Incorporation and General Information Sheet (GIS), in case the Bidder has submitted a SEC registration, if applicable; *The latest income and business tax returns are those within the last six months preceding the date of bid submission.* *Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity thereof shall be ground for forfeiture of the bid security and disqualify the Bidder for award.*

21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as: 1. Construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. **(to be submitted by winning bidder only)** **2.** Certificate of Site Inspection issued by the CEZ-Engineering & Maintenance Division**. (shall be submitted with the Bid)** **3.** Certificate of satisfactory performance issued by at least two of its biggest contracting clients indicating that is has not incurred delay or negative slippage in the performance of its contract supported by accomplishment report and gantt chart**. (shall be submitted with the Bid)**

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.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC,** which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC.**

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC.** If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is **one hundred fifty (150) calendar days** from receipt of Notice to Proceed.
4.1	Upon receipt of the Notice to Proceed, the Contractors Representative shall immediately coordinate with the Engineering and Maintenance Division for instruction/briefing prior to implementation.
6	The site investigation reports are: **Conduct of Site Inspection is strictly required.**
7.2	**The warranty against Structural Defects/Failures:** *Other Structures:* ***Two (2) years***
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is [one percent (1%) of the contract amount].
13	The amount of the advance payment **shall not exceed 15% of the total contract price and schedule of payment**.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is [five days upon completion]. The date by which "as built" drawings are required is [five (5) upon completion].
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is [equivalent to one percent (1%) of the contract price].

Section VI. Specifications

[shall be submitted with the Bid]

TERMS OF REFERENCE

BACKGROUND:

The PEZA CEZ is to engage a qualified contractor for the **Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone (CEZITB 2024-04-001)**.

1. CONTRACT DESCRIPTION

Approved Budget for the Contract (ABC)	**₱15,227,856.74**
Location	**Cavite Economic Zone**
Project Owner/Engineer	Engr. Renzel G. Abellanosa / EMD

2. OBJECTIVE OF THE TERMS OF REFERENCE (TOR)

2.1. To provide a piece of background information regarding the preparation and submission of bid proposal to the PEZA-CEZ;
2.2. To provide a piece of background information regarding the proposed Project which should be handled at the lowest possible cost, acceptable quality and performance, and in the shortest possible time the bidder has to offer;
2.3. To outline and summarize the “Scope of Work” of the Contractor that has to be performed under the terms of its Contract with the PEZA-CEZ
2.4. To provide penalties in case of breach of the Contractor’s obligations

3. ROLE OF THE CONTRACTOR

3.1. The Contractor shall supply labor, tools, materials, and equipment necessary for the project. In this regard, the Contractor or the key personnel to be assigned must have professional experience compatible with the undertaking as stipulated in ITB Clause 10.4 of the Bid Data Sheet.
3.2. The Contractor at all times should refer to the Engineering and Maintenance Division thru Engr. Renzel G. Abellanosa regarding corrections, plans and specifications, and quality control requirements of the Project;
3.3. The Contractor shall assign to its designated project engineer to prepare daily construction logbook and pouring permits, which has to be approved by the EMD before pouring.
3.4. The Contractor shall also implement the construction activities to complete the Project following the approved construction drawings and specifications and the scope of work as specified in the Contract;
3.5. Construction Phase should be completed within one hundred fifty (150) calendar days which shall commence three (3) days from the date of receipt of Notice to Proceed (NTP)

4. GENERAL CONDITIONS

4.1. Designate one (1) Project Engineer who shall work full time during the Contract's construction period/duration. He shall be in charge of the construction work and is expected to perform the following:

- **a.** Document, schedule, oversee and monitor the day-to-day construction works.
- **b.** Coordinate, address, and resolve all concern/s of nearby buildings and structures relative to the construction and related services required.
- **c.** Keep close coordination with the EMD during project implementation and submit a progress report as required.

4.2. Construction foreman, skilled workers and enough construction personnel should be deployed in the construction site during the implementation of the project.

5. PROJECT IMPLEMENTATION/CONSTRUCTION PHASE

5.1. ENGINEERING SUPPORT SERVICES.

The Contractor shall carry out and complete all items of work following the approved plans and specifications. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

The contractor shall request a site inspection and approval from the PEZA Project Engineer or authorized representative before any concrete pouring activity shall be made.

5.2. WORKER'S BARRACKS

The contractor shall provide offsite accommodation/barracks for workers at his own expense.

5.3. PROGRESS REPORTS.

The Contractor shall prepare weekly and monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress to be submitted to the EMD which shall be used as basis for progress billing.

5.4. WATER AND ELECTRICITY.

The Contractor shall install a temporary power and water connection in the construction sites and shall shoulder and pay the actual amount of water and electricity bills based on their usage at the prevailing rate. During concrete pouring, the contractor shall provide own water supply.

5.5. SANITARY, SAFETY AND HEALTH

- The Contractor shall provide portable toilet and other approved equivalent for proper hygiene and sanitation.
- Complete basic Personal Protective Equipment should be provided by the contractor to all its personnel in the construction site.
- Health and safety protocols should be implemented to minimize the risk of spreading Covid 19 and other transmissible diseases.

5.6. TURN-OVER OF PROJECT

The Contractor shall adequately address and comply with the final punchlist issued by the EMD before the Turn-over and Acceptance of the completed Project.

6. PROVISIONS FOR STORAGE & MATERIAL HANDLING

6.1. Area for temporary facilities, storage, and temporary staging area for construction materials will be designated by the procuring entity. It shall be kept neat and clean at all times. Any damage to that or the surrounding area arising from any accident shall be repaired and/or restored to its original condition. Likewise, extra care shall be taken in the storage of hazardous chemicals and/or equipment to avoid accidents, explosions and/or fires.

6.2. Provisions for securing and safekeeping of stored materials, tools, and equipment during the construction project shall be for the Contractor's account

6.3. When called for by PEZA, the Contractor shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles to be incorporated in the work. The Contractor shall furnish, for PEZA's approval, all samples when so directed.

7. CLEARING OF SITE

The Contractor shall clean the whole area by removing debris, discards, concrete laitance and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the CEZ EMD at no extra cost.

Regular disposal of construction debris, dismantled unusable materials is required to prevent accumulation.

8. WARRANTIES OF THE CONTRACTOR

8.1. The Contractor warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.

8.2. The Contractor warrants represent and undertake the service's reliability and that their workforce complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the procuring entity. It shall employ well-behaved and honest employees.

8.3. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

8.4. The Contractor shall be liable for any loss, damage, or injury due directly through its personnel's fault or negligence. It shall assume responsibility thereof, and the Contractor shall be liable from any liability arising from that place.

9. TERMS OF PAYMENT

9.1. The Contractor, upon a written request, may be granted an advance payment in an amount not exceeding fifteen percent (15%) of the total contract price. The advance payment shall be made only upon the submission to and

acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.

9.2. The Contractor shall collect payment on progress billings based on the percentage of work accomplished, within a reasonable time from submission of all the required documents i.e. statement work accomplished (SWA) or progress billing, contractor's affidavit on payment of laborers and materials, pictures/geotagged photos, before, during and after constructions of items of work, results of test analysis, if applicable, subject to the applicable tax rules and ten percent (10%) retention fund.

9.3. The retention fund shall be released only upon issuing Certification of Final Acceptance issued by the Head of the Procuring Entity and submission by Contractor of Post-Construction Documentation.

9.4. Payments shall be made within a reasonable time from the submission of the required documents based on existing applicable laws.

9.5. The percentage of completion of work shall be subject to review and evaluation by the CEZ EMD.

10. PRE-TERMINATION OF CONTRACT

10.1. The Contract for the Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone may be pre-terminated by the PEZA CEZ upon notice of any violation of the Contract's terms. In the case of pre-termination, the Contractor shall be notified of such termination.

10.2. In the pre-termination case, the Contractor shall be liable to additional liquidated damages which shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay as provided in Sec 68 of the RIRR of RA9184 and forfeiture of the Performance Security.

10.3. The PEZA-CEZ shall have the right to blacklist the Contractor in case of pre-termination.

Signature over Printed Name of Representative : _____

Company/Bidder : _____

Address : _____

Tel No./E-mail Address : _____

Date : _____

SCOPE OF WORK

(shall be submitted with the bid)

Project Name : **RAISING OF PERIMETER FENCE – 5TH PHASE**

Location : **CAVITE ECONOMIC ZONE, ROSARIO, CAVITE**

A. GENERAL REQUIREMENTS

1. SCOPE

Furnish all materials, labor, equipment, testing, and all other facilities necessary for the satisfactory performance of all work necessary for the completion of the project. This project includes the raising of an existing perimeter fence by the installation of cyclone wire and barbed wire (approximately 2.0m) with a length of 2,603.98m and an additional perimeter fence (masonry wall) with a total length of 190.72 m (See attached approved plans for details).

2. MOBILIZATION / DEMOBILIZATION

Mobilization shall include transportation to the site of contractor's plant, materials, equipment, employees and furnishings. Demobilization shall include dismantlement and removal from the site of contractor's plant, materials and equipment and all temporary facilities. Demobilization includes clean-up of the site after completion of the contract work.

3. PROJECT BILLBOARD

- The contractor shall also install one (1) billboard as per COA circular no. 2013-004.

4. CONSTRUCTION SAFETY AND HEALTH

- The contractor shall submit appropriate Construction Safety and Health Program (CSHP) in accordance with DOLE D.O. no. 13, series of 1998. The proposed CSHP shall be approved by DOLE-BWC and shall submit a copy to the Authority.
- The contractor shall provide appropriate personal protective equipment shall not less than quantity indicated in POW (Program of Works). For General Construction Work, the required PPE for all workers shall be safety helmet, safety gloves and safety shoes.
- Also, provide safety and warning signages around the construction site.

B. CONCRETE WORKS

- Concrete using Portland Cement with class A mixture at 3000 psi for beam and column.
- Reinforcing steel – Shall conform to the requirements of ASTM standards for grade 40 and ensure that reinforcement are clean, of the correct dimensions, and properly placed in accordance with approved reinforcement drawing.

C. STEEL WORKS

- Galvanized iron pipe schedule 40 – shall conform to ASTM A 120 standards.
- Used Cyclone wire, ga. 12, Mesh size 2" and Barbed wire, ga. 12
- Used 8mmØ, 10mmØ and 20mmØ Plain Round Bar
- Welding Electrodes - welding electrodes shall be E60xx series.
- Paints – used epoxy primer and silver aluminum paint as final coating.

D. OTHERS

- Cutting and Removal of Existing Barbed Wire and Plain Round Bar
- Chipping of Existing Top Beam
- Additional Masonry Wall and Retrofitting of Existing Perimeter Fence as shown or as indicated in the approved drawings
- Demolition/Hauling Works. Proper removal shall be undertaken, particularly for materials that are considered as salvageable/recoverable materials and shall be turn-over to PEZA.
- Cutting/Trimming of Trees

E. DURATION OF PROJECT

- The completion of the project shall be a period of One Hundred Fifty (150) calendar days which shall commence three (3) days from the date of receipt of Notice to Proceed (NTP)

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

Signature over Printed Name of Representative : _____

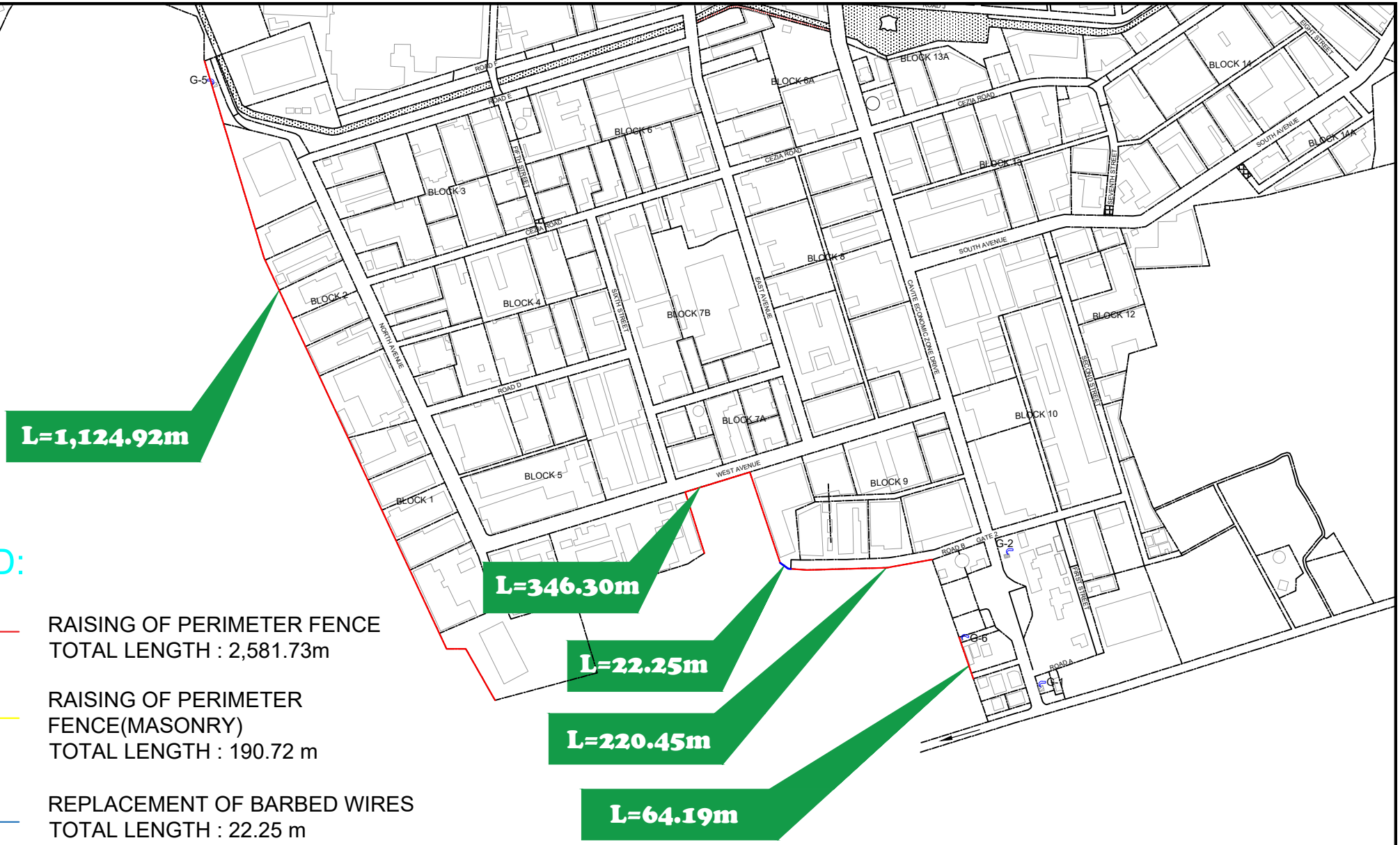
Company/Bidder : _____

Address : _____

Tel No./E-mail Address : _____

Date : _____

Section VII. Drawings



LEGEND:

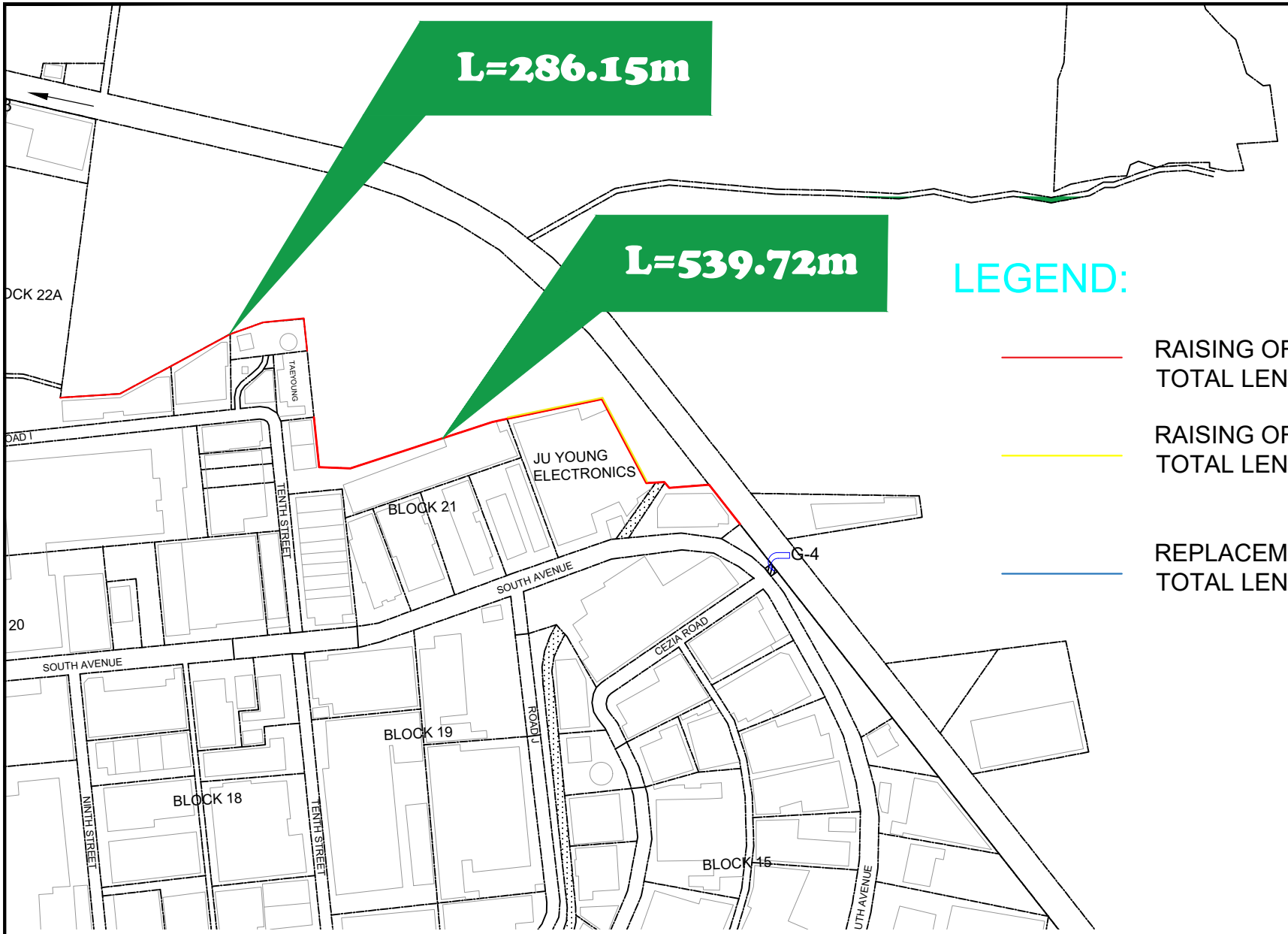
RAISING OF PERIMETER FENCE
TOTAL LENGTH : 2,581.73m

RAISING OF PERIMETER FENCE(MASONRY)
TOTAL LENGTH : 190.72 m

REPLACEMENT OF BARBED WIRES
TOTAL LENGTH : 22.25 m

1/A–01 LOCATION PLAN

PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA	NO.	BY	DATE	A-01
LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				

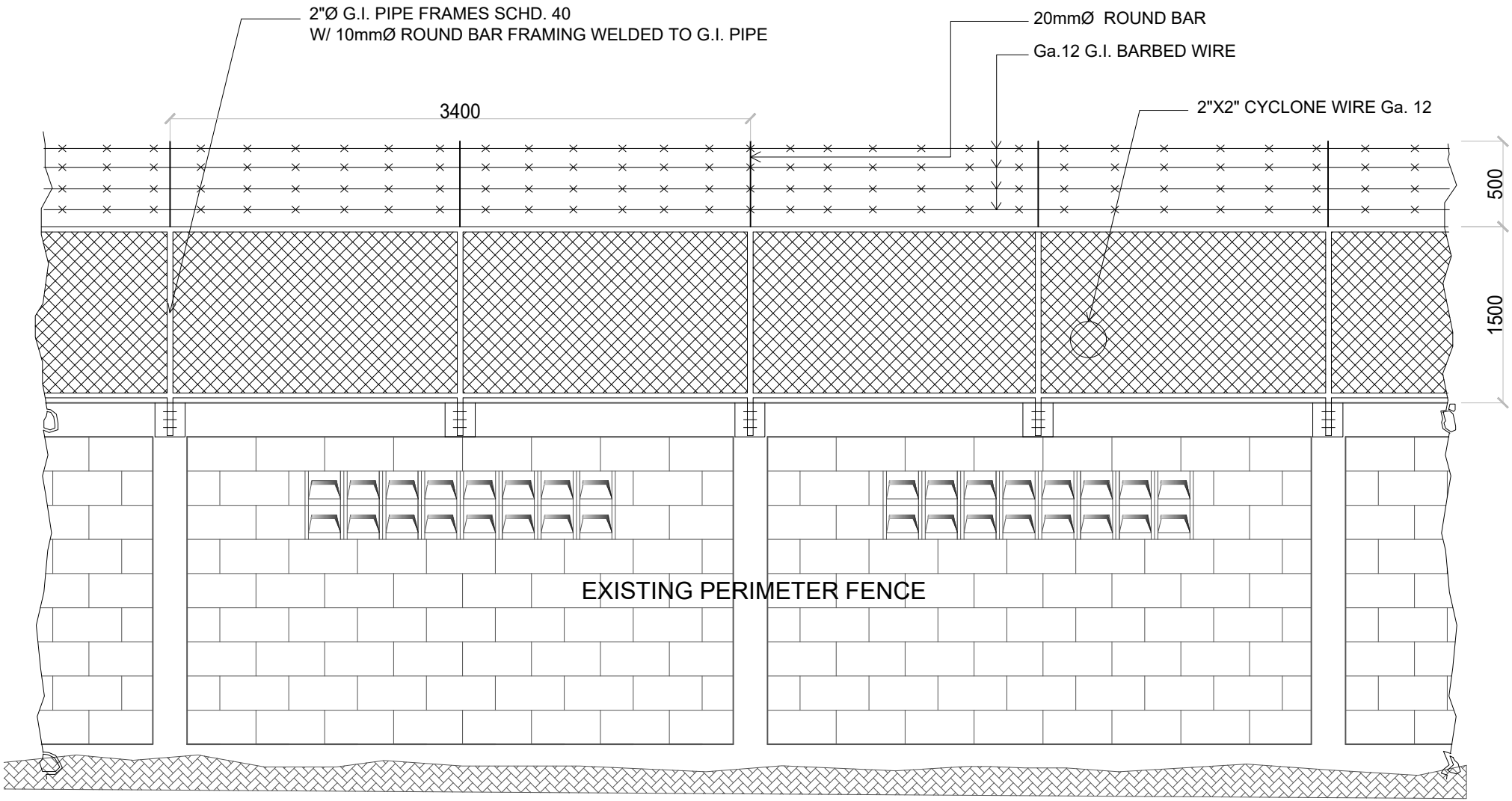


LEGEND:

- RAISING OF PERIMETER FENCE
  TOTAL LENGTH : 2,581.73 m
- RAISING OF PERIMETER FENCE(MASONRY)
  TOTAL LENGTH : 190.72 m
- REPLACEMENT OF BARBED WIRES
  TOTAL LENGTH : 22.25 m

1 / A–01a LOCATION PLAN

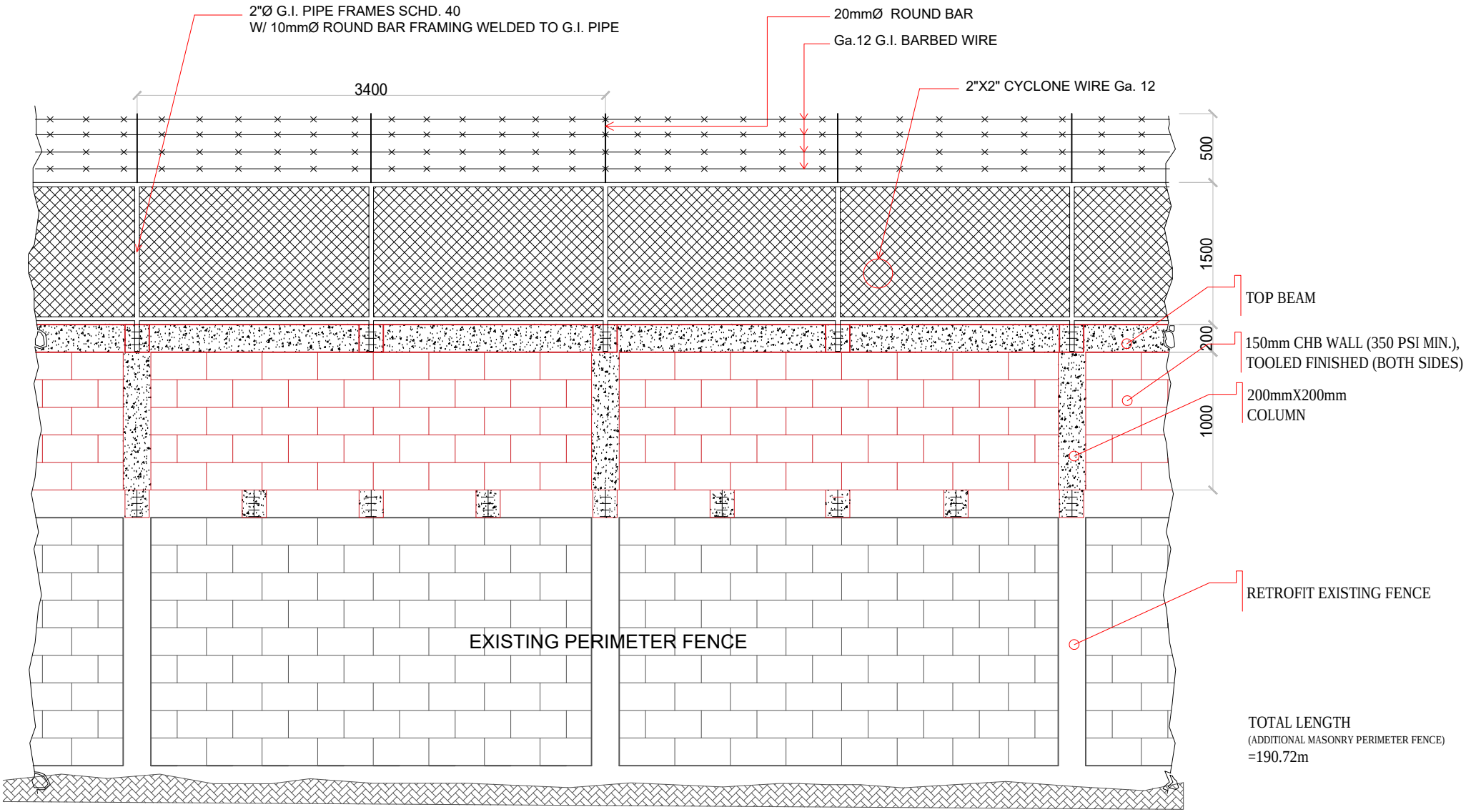
PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA	NO.	BY	DATE	A-01a
LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				



1 / A–02 TYPICAL ELEVATION

1:50M

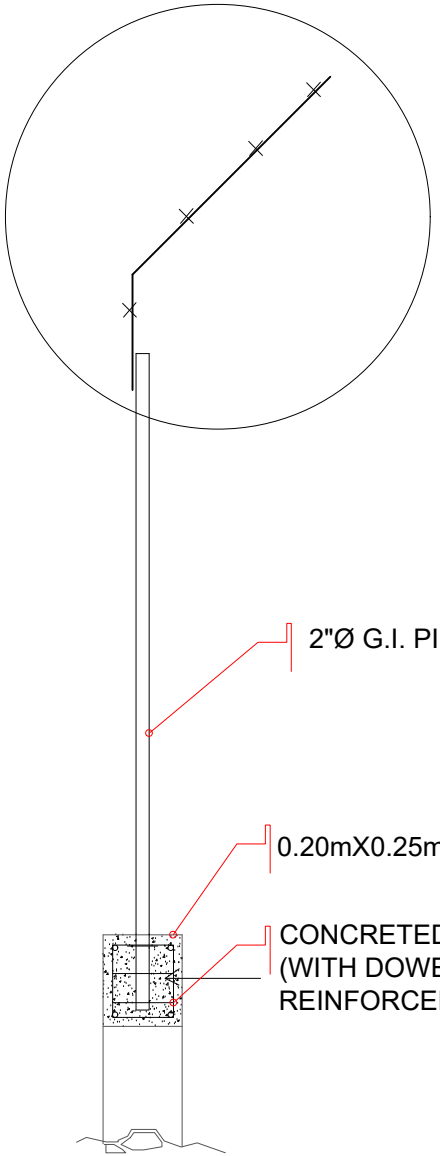
PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS	SHEET NUMBER
RAISING OF PERIMETER FENCE - 5TH PHASE LOCATION: PEZA-CEZ, ROSARIO, CAVITE	**Engr. RENZEL G. ABELLANOSA** CIVIL ENGINEER	**Engr. CHARLES ALDRIN N. BAYBAY** DIVISION CHIEF II, EMD	**Atty. NORMA B. TAÑAG** ZONE ADMINISTRATOR, CEZ	RGA CHECKED BY	NO. / BY / DATE	A-02

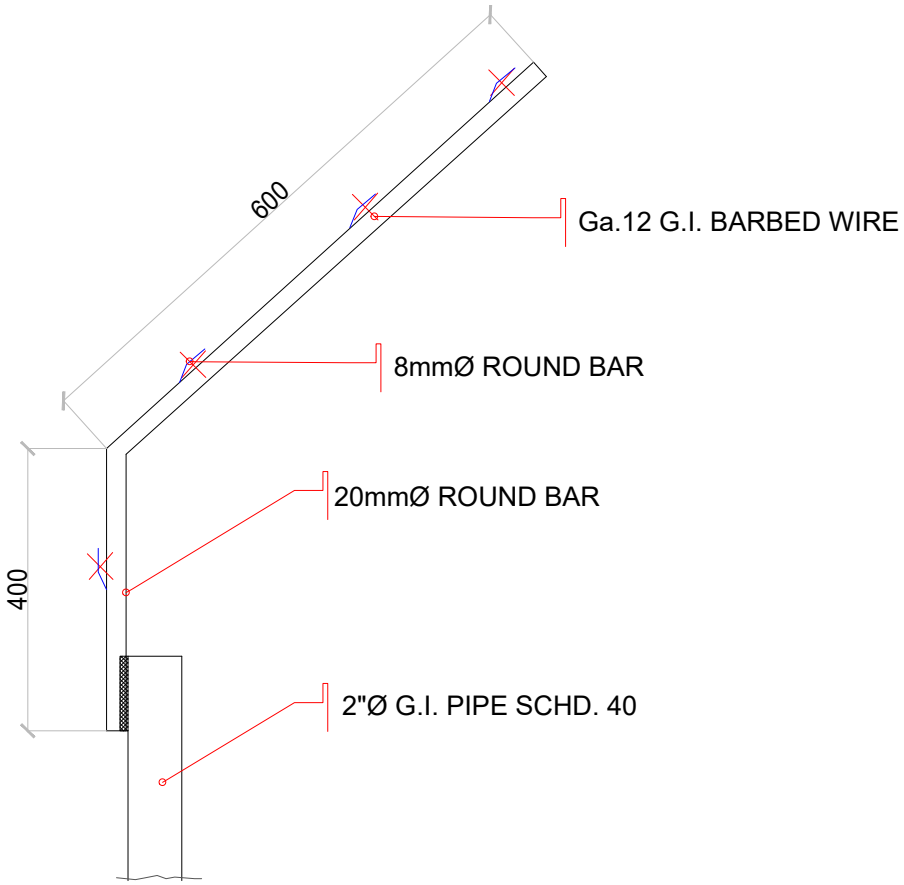


1 / A–03 TYPICAL ELEVATION

1:50M

PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
					NO.	BY	DATE	
RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA				A-03
LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				

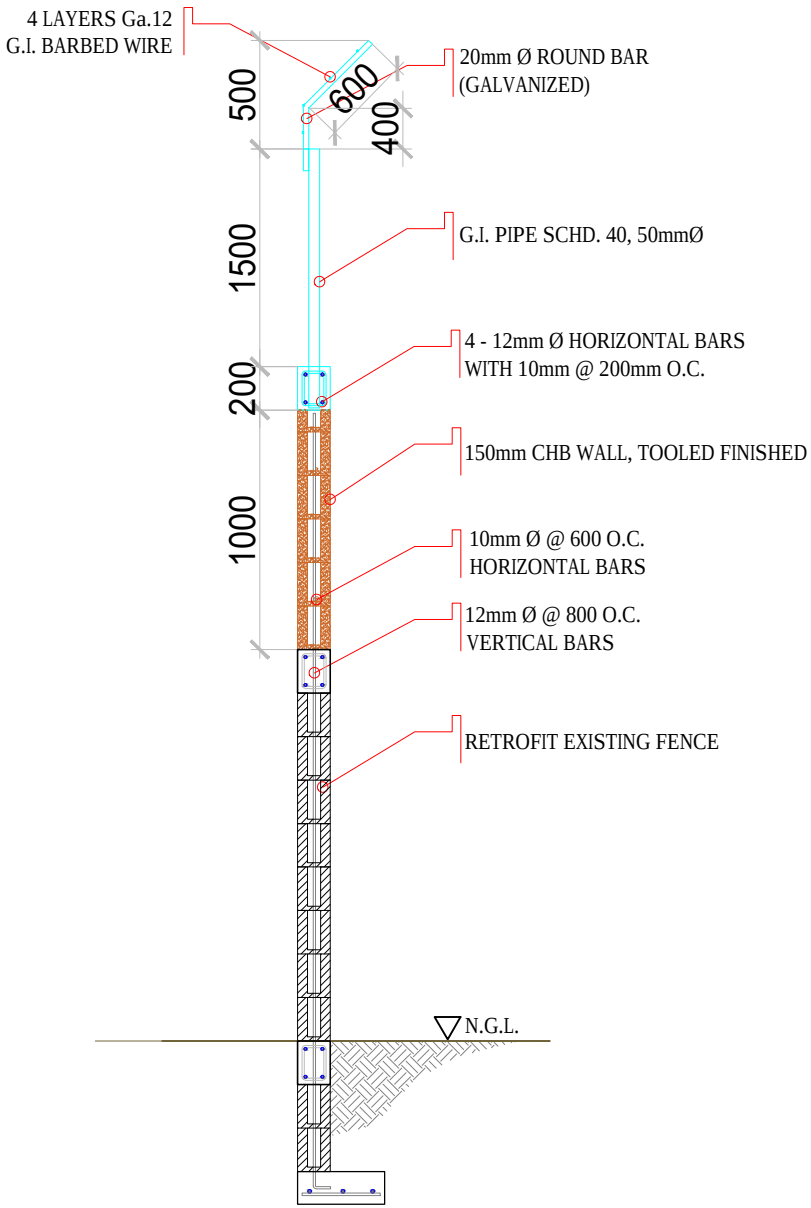




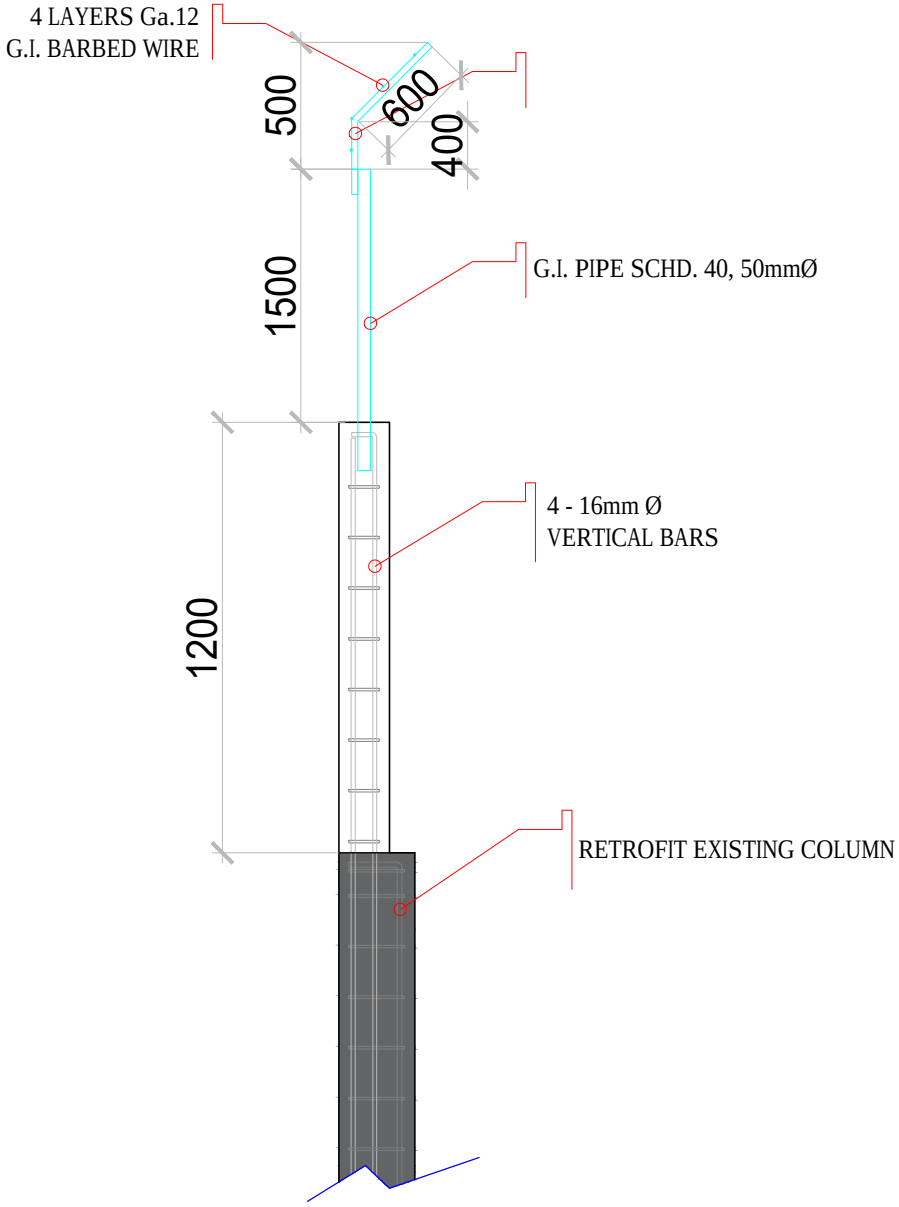
DETAILS D-3

1 / A–03 TYPICAL ELEVATION
1:50M

PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA	NO.	BY	DATE	A-04
LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				



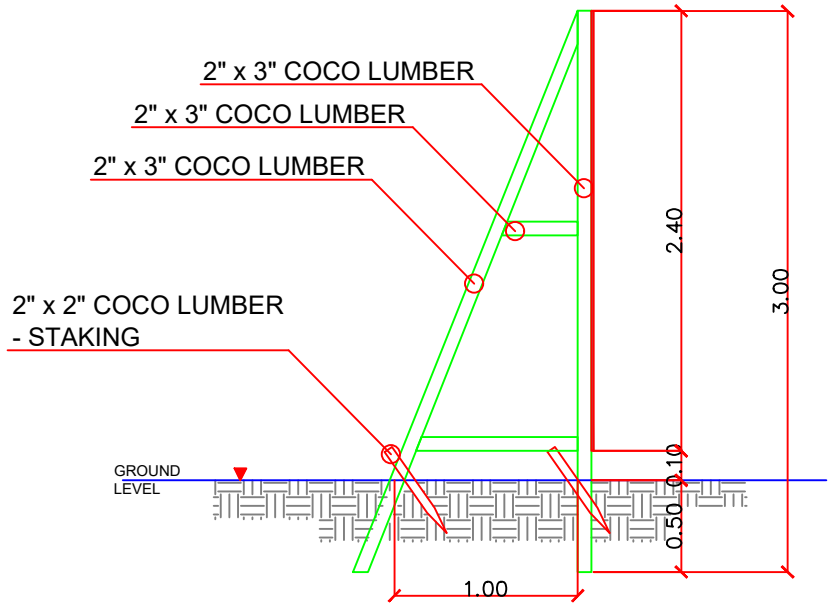
1 A–05 SECTION DETAILS (MASONRY WALL)



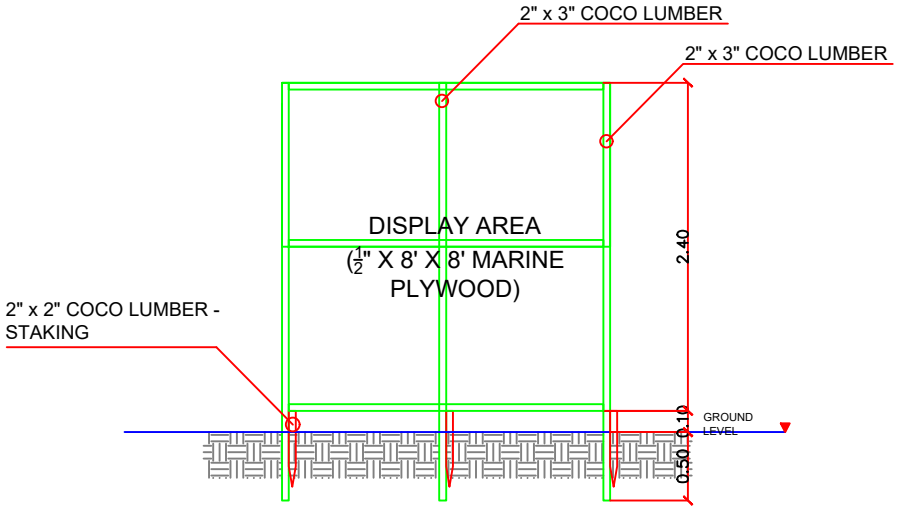
2 A–05 COLUMN SECTION DETAILS

PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA	NO.	BY	DATE	A-05
LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				

1 / A–06 COA PROJECT BILLBOARD



2 / A–06 TYPICAL FRAME ELEVATION



3 / A–06 FRONT ELEVATION

	PROJECT TITLE	PREPARED BY	RECOMMENDING APPROVAL	APPROVED BY	DESIGNED BY	REVISIONS			SHEET NUMBER
	RAISING OF PERIMETER FENCE - 5TH PHASE	**Engr. RENZEL G. ABELLANOSA**	**Engr. CHARLES ALDRIN N. BAYBAY**	**Atty. NORMA B. TAÑAG**	RGA	NO.	BY	DATE	A-06
	LOCATION: PEZA-CEZ, ROSARIO, CAVITE	CIVIL ENGINEER	DIVISION CHIEF II, EMD	ZONE ADMINISTRATOR, CEZ	CHECKED BY				

Section VIII. Bill of Quantities

PHILIPPINE ECONOMIC ZONE AUTHORITY

CAVITE ECONOMIC ZONE

BILL OF QUANTITIES

NAME OF PROJECT : **RAISING OF PERIMETER FENCE - 5TH PHASE**
LOCATION : **CAVITE ECONOMIC ZONE, ROSARIO, CAVITE**

Columns (1), (2), (3) and (4) area to be filled up by the Procuring Entity				Columns (5) and (6) are to be filled up by the Bidder	
Pay Item	**Description**	**Quantity**	**Unit**	**Unit Price (Pesos) in Figure**	**Total Amount (Pesos) in Figure**
-(1)	*-(2)*	*-(3)*	*-(4)*	*-(5)*	*-(6)*
1	**Cutting and removal of Existing Plain Round Bar (20mmØ)**	**1.00**	**l.s.**		
2	**Chipping of Existing Top Beam**	**1.00**	**l.s.**		
3	**Concreting Works**	**25.08**	**cu.m.**		
4	**Installation of Cyclone fence on G.I. pipe framing with barbed wire**	**2,603.98**	**l.m.**		
5	**Additional Masonry Wall and Retrofitting of Perimeter Fence**	**190.72**	**sq.m.**		
6	**Painting Works (Steel)**	**5,207.96**	**sq.m.**		
7	**Project Billboard**	**1.00**	**pc.**		
8	**Mobilization/Demobilization**	**1.00**	**l.s.**		
9	**Occupational Safety and Health Program**	**1.00**	**l.s.**		
10	**Cutting/Trimming of Trees and Hauling of Construction Debris**	**1.00**	**l.s.**		
				Total Project Cost (Pesos) in Figure	
(Total Project Cost in Words)					

Submitted by:

Name and Signature of Bidder's Reprentative
Position
Name of Contractor

Section IX. 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 under the rules; **and**

☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**

☐ (e) 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**

(f) Project Requirements, which shall include the following:

☐ a. Organizational chart for the contract to be bid;

☐ b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

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

Financial Documents

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (l) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**

☐ (m) Cash Flow by Quarter.

III. ADDITIONAL DOCUMENTS

- Refer to Clause 21 of the Bid Data Sheet
- Annexes of the Bid Documents

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;

d. The discounts offered and the methodology for their application are: *[insert information]*;

e. 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 and reflected in the detailed estimates,

f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[1] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

---

[1] currently based on GPPB Resolution No. 09-2020

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the [Name of Project] of the [Name of the Procuring Entity*].*

l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, 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]

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:

   a. Philippine Bidding Documents (PBDs);
      i. Drawings/Plans;
      ii. Specifications;
      iii. Bill of Quantities;
      iv. General and Special Conditions of Contract;
      v. Supplemental or Bid Bulletins, if any;

   b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   c. Performance Security;

   d. Notice of Award of Contract and the Bidder's conforme thereto; and

   e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

PHILIPPINE ECONOMIC ZONE AUTHORITY

ANNEX A

RAISING OF PERIMETER FENCE – 5TH PHASE AT THE CAVITE ECONOMIC ZONE
(CEZITB 2024-04-001)

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
						Total Cost		

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project to be bid;
2. If there is no ongoing contracts including those awarded but not yet started as of the aforementioned perioid, state none or equivalent terms;
3. The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

ANNEX B

PHILIPPINE ECONOMIC ZONE AUTHORITY

RAISING OF PERIMETER FENCE – 5TH PHASE AT THE CAVITE ECONOMIC ZONE
Reference No. (CEZITB 2024-04-001)

Statement of Single Largest Completed Contract which is similar in nature

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This attachment shall be supported with:

1. NOA / NTP / Contract
2. Certificate of Completion and Acceptance or CPES Rating
3. Official Receipts for Private Contracts

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instruction:

a) state the single largest completed contract (government or private) within the last five (5) years prior to bid opening.

Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

Ms. JESSICA M. ITAAS
Chairperson
Bids and Awards Committee (BAC)
PEZA – Cavite Economic Zone
Rosario, Cavite

Dear Ma'am:

In compliance with the requirements of the **PEZA - Cavite Economic Zone** for the bidding of the project **"Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone"**, we certify that ***(Name of the Bidder)*** has in its employ key personnel, such as project managers, project engineers, materials engineer and foreman, who may be engaged in the implementation of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and / or has under purchase agreements, which may be used for the contract.

Very truly yours,

(Name of Representative)
(Position)
(Name of Bidder)

ANNEX D

Philippine Economic Zone Authority – CEZ
Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone
Reference No. CEZITB 2024-04-001

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
Business Address : _____
_____

	Project Manager	Project Engineers	Materials Engineers	Construction Foreperson (Foreman)	Safety Officer
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Note: Attach individual biodata / resume and PRC License of the (Professional) Personnel

Bidder's Representative : _____
(Printed Name and Signature)
Designation : _____

Date : _____

ANNEX E

Philippine Economic Zone Authority – CEZ
Raising of Perimeter Fence – 5th Phase at the Cavite Economic Zone
Reference No. CEZITB 2024-04-001

List of Equipment Owned / Leased and/or under purchase agreements, assigned to the Proposed Contract

Bidder's Name : _____
Bidder's Address : _____

Description	Model / Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership
A. Owned							
1.							
2.							
3.							
B. Leased							
1.							
2.							
3.							
C. Under Purchase Agreement							
1.							
2.							
3.							

Bidder's Representative : _____
(Printed Name and Signature)

Designation : _____

Date : _____

PHILIPPINE ECONOMIC ZONE AUTHORITY
PEZA