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

GROUNDS AND FACILITIES MAINTENANCE SERVICES AT THE CAVITE ECONOMIC ZONE (CEZITB 2024-10-008)

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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations …….3
Section I. Invitation to Bid……..6
Section II. Instructions to Bidders……...7
1. Scope of Bid ……10
2. Funding Information……10
3. Bidding Requirements ……. 10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices…….. 10
5. Eligible Bidders…… 11
6. Origin of Goods …….. 11
7. Subcontracts …… 12
8. Pre-Bid Conference ……. 12
9. Clarification and Amendment of Bidding Documents …… 12
10. Documents comprising the Bid: Eligibility and Technical Components ……12
11. Documents comprising the Bid: Financial Component ……...13
12. Bid Prices ……13
13. Bid and Payment Currencies ……13
14. Bid Security ……. 14
15. Sealing and Marking of Bids ……14
16. Deadline for Submission of Bids ……14
17. Opening and Preliminary Examination of Bids …….. 14
18. Domestic Preference ……15
19. Detailed Evaluation and Comparison of Bids ……. 15
20. Post-Qualification …… 16
21. Signing of the Contract ……16
Section III. Bid Data Sheet ……..17
Section IV. General Conditions of Contract ……...…….20
1. Scope of Contract …… 21
2. Advance Payment and Terms of Payment …….. 21
3. Performance Security ……. 21
4. Inspection and Tests …… 21
5. Warranty …… 22
6. Liability of the Supplier …….. 22
Section V. Special Conditions of Contract …….23
Section VI. Schedule of Requirements ……....28
Section VII. Technical Specifications ……31
Section VIII. Checklist of Technical and Financial Documents ……..37

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR

GROUNDS AND FACILITIES MAINTENANCE SERVICES AT THE CAVITE ECONOMIC ZONE (CEZITB 2024-10-008)

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: Eleven Million Seven Hundred Seventy Two Thousand Two Hundred Ninety Five and 18/100 Only (*₱11,772,295.18)*** being the ABC to payments under the contract for ***Grounds and Facilities Maintenance Services at the Cavite Economic Zone (CEZITB 2024-10-008)***. 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. Delivery of the Goods is required for ***a period of One (1) year***. 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 a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from ***CEZ-BAC Secretariat*** and inspect the Bidding Documents at the address given below during ***Monday to Friday from 8:00am to 5:00pm***.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***25 October 2025*** 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 *through electronic means.*

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

6. The *PEZA-CEZ* will hold a Pre-Bid Conference[1] on ***04 November 2024, 1:00pm*** at ***2nd Floor, New Administration Building, Cavite Economic Zone, Rosario, Cavite, and/or through videoconferencing/webcasting via Microsoft Teams,*** which shall be open to 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 one day before the scheduled pre-bid conference***.

7. Bids must be duly received by the BAC Secretariat through (i**) manual submission** at the office address indicated below, on or before ***12:30pm, 20 November 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 14.

9. Bid opening shall be on ***20 November 2024, 1:00pm*** 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, 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.

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:

    1. PEZA Website (http://www.peza.gov.ph/index.php/bid-opportunities); or
    2. Philgeps Website

23 October 2024

Ms. JESSICA M. ITAAS
Chairperson, CEZ-BAC

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PEZA-Cavite Economic Zone (PEZA-CEZ)* wishes to receive Bids for the *Grounds and Facilities Maintenance Services at the Cavite Economic*, with identification number *CEZITB 2024-10-008]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2024* in the amount of ***Pesos: Eleven Million Seven Hundred Seventy Two Thousand Two Hundred Ninety Five and 18/100 Only (₱11,772,295.18)***.

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 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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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:

[Select one, delete the other/s]

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.

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

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 ***and/or through videoconferencing/webcasting}*** as indicated in paragraph 6 of the **IB.**

04 November 2024, 1:00pm
2nd Floor, New Administration Building,
Cavite Economic Zone, Rosario, Cavite

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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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[2] 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 ***One hundred twenty (120) 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.

15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid. (1 original and 1 duplicate)

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.**

12:30pm, 20 November 2024
manual submission
Secretariat, CEZ-Bids and Awards Committee
Phil. Economic Zone Authority-Cavite Economic Zone
2/F New Administration Bldg., CEZ, Rosario, Cavite

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,

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

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

20 November 2024, 1:00pm

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:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. Contracts similar to the project shall refer to grounds and facilities maintenance;* b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*Subcontracting is not allowed.*
12	The price of the Goods shall be quoted VAT inclusive, DDP *Cavite Economic Zone, Rosario Cavite* 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 **₱235,445.90**, amount equivalent to two (2%) 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 **₱588,614.76** *amount equivalent to five percent (5%)* if bid security is in Surety Bond.
19.3	*Project will be awarded as single lot. The ABC is* ***Pesos: Eleven Million Seven Hundred Seventy Two Thousand Two Hundred Ninety Five and 18/100 Only (₱11,772,295.18).*** *Any bid with a financial component exceeding this amount shall be rejected.*
20.2	*Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present the following requirements for post qualification:* *1. Income and business tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission.* *2. 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, and* *3. 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; and* *4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).*

21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]* 1. *Certificate from previous and current contracting companies / agencies of Satisfactory Performance issued by at least 2 biggest clients within the last five-years;* 2. *Organizational Chart* 3. *List of company officials.* 4. *Certificate from the Bidder stating that it is at least five (5) years in the general service industry & is able to undertake the project* 5. *Certificate of Good Standing from SSS/Proof of Remittance for the last quarter, Philhealth & Pag-ibig.* 6. *Signed Specification / Terms of Reference*

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.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	*[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]* **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Engr. Ehdieson T. Luis, EMD***. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. *[Specify additional incidental service requirements, as needed.]* The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: *Select appropriate requirements and delete the rest.* 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

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

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	Regular and Recurring Services – [*In case of contracts for regular and recurring services*, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."
2.2	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

A. PERSONNEL REQUIREMENTS

1. The following manpower requirements shall be assigned to the Cavite Economic Zone, Rosario, Cavite:

Ground Maintenanc		Facilities Maintenance	
Lead Person	1	Utility Lead Person	1
Sweeper	22	Semi-Skilled Utility Personnel	8
Grass Cutter	7		
TOTAL	**30**	**TOTAL**	**9**

2. The above requirements may be increased or decreased, as may be required by the PEZA and the rates to be use will be the proposed rates where the personnel will be assigned.

3. The Contractor undertakes to employ the existing service personnel of the current service contractor who may be recommended by PEZA.

4. Grounds and Facilities maintenance assigned personnel shall report to work twenty six (26) days a month, for a period of one (1) year. The number of days and/or hours of work per day may be extended during emergencies, special occasions and as may be necessary, subject to compensation.

5. All extra hours for work (overtime) shall be subject to the approval by Engineering and Maintenance Division (EMD) of the Cavite Economic Zone.

B. TOOLS AND EQUIPMENT SPECIFICATIONS

The Contractor shall provide the following tools and equipment vis-à-vis its minimum quantities:

EQUIPMENT / CONSUMABLES / UNIFORMS	QUANTITY
A. Brush Cutters and Consumables	
1) Brush Cutter (Est. Life Span of 2 years) Branded, 4 Stroke, w/ metal blade & nylon cutter	7 units
2) Fuel / brush cutter	2.0 liter / day
3) Engine Oil / brush cutter	600ml / mo
4) #250 Nylon	2 kgs/mo.
5) Hedge Trimmer (Lithium-ion with battery & Charger)	1 unit
6) Service Vehicle (Pick-up type, Manual or Automatic transmission	1,200/days

B. Sweeping & Gardening Tools and Accessories	
~~a) Buggy (Heavy Duty / Color Green w/ PEZA name)~~	~~12 units~~
1) Brooms (Big brooms for roads sweeping)	264 pcs
2) Uniform (5pcs/ person) Upper only, long sleeve cotton Upper only, polo shirt, cotton	 117 pcs 78 pcs
3) Raincoats (Heavy duty poncho style with reflector)	39 pcs
4) Bolo "customized"	5 pcs
5) Scythe – heavy duty	4 pcs
6) Full Face Mask, PVC material	16 pcs
7) Safety Shoes (with steel toe, light weight)	12 pairs
8) Branch cutter, two handed pruner, 41" telescopic, heavy duty	2 pcs
9) Garden cutting scissor 22" heavy duty	3 pc
10) Reflectorized traffic cone	10 pcs
11) Hard Hat w/ chinstrap	10 pcs
12) Rotating garden sprinkler	2 pcs
13) Dust pan made of fabricated plastic material	44 pcs
14) Jumbo Bag (90x90x100cm) Heavy duty	20 pcs
15) Wheel Barrow – Heavy Duty	1 pc
16) Rain boots, heavy duty	39 pairs
17) Garden Hose (1/2 diameter, 90 meters) heavy duty	1 roll
18) Shovel square & pointed head, heavy duty	8 pcs
19) Safety Gloves	200 pairs
20) Sun Hats "BURI"	30 pcs
21) Welding Helmet Transparent Anti-splash Electric Protective Head Cover Welder Full Face Anti Shock Screen	1 pc
22) Leather welding gloves 18" cowhide	1 pc
23) Safety Reflective Vest	9 pcs
24) Full Body Safety Harness	1 pc
25) Fiberglass industrial extension ladder (16ft)	1 pc
26) Leather Apron Jacket with sleeve for grass cutting/trimming	9 pcs
27) Tree Pruner with Pole 3.75m	1 pc
28) Garden Rake with wooden handle	1 pc

C. OTHER REQUIREMENTS

1. Prior to payment by the Procuring Entity, the Contractor shall submit:

   a) Sworn statement showing the actual services that have been rendered by its personnel for the period claimed, together with the necessary time sheets of its personnel and other papers in support of the Contractor's claim for payment

of services rendered as may be required by accounting and auditing rules and regulations;

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

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

2. The Contractor shall pay its personnel their salaries and wages and other benefits at least one every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days of the month in accordance with P.D. 442 (The New Labor Code), as amended, and with all laws, rules and regulations governing employment of labor.

3. The Contractor shall pay taxes in full and on time and failure to do so will entitle the Procuring Entity to suspend payment on the services delivered by the Contractor.

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

5. The Contractor shall pay the 13th month pay and 5-day incentive pay of its personnel assigned to the Procuring Entity on or before the 15th of December.

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. Technical Specifications

Project	**: Ground and Facilities Maintenance CY2024**
Location	**: Cavite Economic Zone**
Subject	**: Scope of Works and Terms of Reference**
Contract Duration	**: One (1) Year Contract**

The Ground and Facilities Maintenance project shall be the supply of necessary workers for CEZ Ground Maintenance and Facilities Maintenance for general cleanliness of open areas, greens, plants, trees, drainage utility holes, utility hole covers and open canals including the human-made lagoon, and proper maintenance and repair of CEZ utilities and facilities to ensure continuous and efficient operation of the zone. Equal opportunities on the recruitment of workers together with the project implementation is encourage.

I. GROUND MAINTENANCE

A. GENERAL SCOPE:

The Contractor shall supply the necessary workers, one (1) lead person, twenty two (22) sweeper and seven (7) grass cutter, equipment, tools, uniform, and sweeping accessories in carrying out and executing the project to ensure cleanliness as well as the maintenance of the greens, plants, trees, drainage utility holes, utility hole covers and open canals including the human-made lagoon of CEZ, twenty six (26) days a month for the period of one (1) year.

B. SPECIFICATIONS:

The Contractor shall properly schedule the activities set hereunder by PEZA to ensure continuous and efficient operation. A supervisor/inspector from PEZA shall be assigned to direct, check, inspect, monitor and coordinate the efficient performance of the following activities.

1. Sweeping and Cleaning

Sweeping and cleaning of CEZ roads, alleys, sidewalk, road curbs and gutters, green areas, sports areas, parking areas, including the collection, removal, and proper disposal of all garbage in designated places/receptacles shall be done by the Contractors personnel. Open burning of garbage is absolutely discouraged and shall not be done unless otherwise directed by PEZA. Sweeping and cleaning of CEZ premises shall be performed as often as necessary to ensure cleanliness thereat throughout the day. A separate Contractor shall take care of the collection and proper disposal of garbage in designated disposal/dumping areas.

2. Watering and Trimming

Watering and trimming of CEZ plants (ornamental, fruit bearing, shade trees, grasses, etc.) including the landscape area at gate 1 and 3, Rotary Park and

Lagoon shall be done by the Contractors personnel. Watering shall be done daily, either in the afternoon or in the morning or as need arises.

Trimming, weeding and pruning of plants shall be done as often as necessary. The garbage/trash accumulated from trimming shall be collected and placed in designated places/receptacles so as not to impede in the flow of vehicular and pedestrian traffic.

3. Bush Cutting Works

The Contractor shall provide 7 (Seven) brush cutters and accessories necessary for bush cutting works of CEZ green areas and open spaces to a desired height. The fuel, oil and maintenance costs, and spare parts shall be shouldered by the Contractor. The garbage/trash accumulated from bush cutting shall be collected and placed in designated places/receptacles. The Contractor shall properly maintain the bush cutting equipment to achieve its utmost efficiency and effectiveness. The bush cutting equipment shall be presented for inspection whenever required. The Contractor shall also provide a spare bush cutter. (Bush cutter equipment shall be changed oil every week for proper maintenance).

4. Planting of Trees

PEZA shall provide the plants (fruit bearing and shade trees) and organic fertilizers. The Contractor shall implement the planting and watering of trees as directed by PEZA. Including the maintenance of newly planted shades fruit bearing trees.

5. Cleaning of Open Canals and Human-made Lagoons

Contractor shall undertake removal of floating debris (plastic, leaves etc.) and grasses, water lilies within the open canals and lagoons to prevent clogging of the waterways and maintain the smooth flow of water. The garbage and trash accumulated from the cleaning of open canals and man-made lagoons shall be collected and place in designated places/receptacles.

6. Painting/Repainting of CEZ Road Curbs

Materials for repainting and accessories will be provided by PEZA. The surface must be clean and free from dirt, grease, dust, etc. before the application of paint. PEZA will identify the areas to be painted.

7. Cleaning of Drainage

Drainage cleaning shall consist of the removal of all debris and wastes such as plastics, dirt, leaves, soil sand etc. from the drainage utility holes and de-clogging of pipelines thereof, if necessary

8. Other Related Activities

The Contractor agrees to perform and execute other activities that may be assigned by PEZA as the need arises.

C. TOOLS AND EQUIPMENT SPECIFICATIONS:

1. General Specifications:

    a) The Contractor shall maintain tools and equipment owned and provided by PEZA in tip-top condition.

    b) All engine-driven equipment must be equipped with effective standard noise abatement devices.

    c) It shall be the responsibility of the Contractor to train its personnel on the proper use and application of machinery, equipment, and materials.

    d) An area/tool room will be provided by PEZA for tool keeping/stockroom purposes only.

2. The seven (7) units of bush cutting equipment must be of approved quality, with an estimated life span of two (2) years each.

3. Rental of Service Vehicle, preferably standard type pick-up (inclusive of Fuel, Oil and lubricants, Maintenance and Registration). At least one maintenance personnel must be able to drive and has valid Driver's license. (8 MH daily (except Sundays and holidays)

    Note: In the event that the service vehicle is not operational or not available, deduction will be computed on a daily basis.

4. Cordless Hedge trimmer must have battery (2 units) and charger

5. All other tools shall be of approved standard.

6. Equipment, tools and accessories provided by PEZA shall be properly turned-over to the Authority upon termination of contract.

7. The Contractor shall submit list of tools and equipments brought inside the Zone.

II. FACILITIES MAINTENANCE

A. GENERAL SCOPE:

The Contractor must supply all the necessary workers, one (1) utility lead person and eight (8) semi-skilled personnel in carrying out and executing the project to ensure the proper maintenance and repair of CEZ utilities and facilities twenty-six (26) days a month for the period of one (1) year.

B. SPECIFICATIONS:

The Contractor shall properly schedule the activities set hereunder by PEZA to ensure continuous and efficient operation. A supervisor/inspector from PEZA shall be assigned to give job orders, lead, direct, inspect, monitor and coordinate the efficient

and immediate execution of the following activities but not limited to the set hereunder activities. Assigned personnel must be knowledgeable in plumbing, masonry, carpentry, painting, electrical and welding works.

ACTIVITIES:

1. Painting/repainting of all CEZ infrastructure facilities/utilities. Paints and painting accessories will be provided by PEZA. Such facilities/utilities are the following:

    a) New Administration Building
    b) Old Administration Building
    c) Staff House and CEZ Dormitory
    d) Police Station and Fire Station
    e) Guard House 1,2,3,4,5 & 6
    f) Coral Building
    g) Gate 1,2,3 ,4,5 & 6
    h) CEZ cyclone wire fence
    i) Covered court & Park & Recreation Center
    j) Other structures

2. Repair & maintenance of CEZ Administration Bldg. and other buildings and facilities owned by PEZA.

    All buildings and facilities owned by PEZA must be attended to by the Contractor should repair and maintenance be needed such as the repair of doors, windows, ceilings, roofs, walls, floors, stairs railings, plumbing system and fixtures, telephone lines, etc. PEZA will provide the necessary materials, tools and equipment, while the Contractor will provide the required labor.

3. Fabricate/install, repair and maintain CEZ traffic signages road markings, and street names.

4. Repair and maintenance of CEZ owned cyclone wire and CHB fence.

5. Submit inspection report of damaged utility hole cover and repair/replacement of the same.

6. Repair of Office Furniture & Equipment.

    Includes the repair of office tables, cabinets, chairs and all other office furniture. PEZA will provide the necessary materials for the repairs while the Contractor will provide the required labor.

7. Other related activities

    The Contractor agrees to perform and execute other related activities that may be assigned by PEZA as the need arises and for the best interest of the service.

III. LOCATION OF WORK:

a) Area 1 is comprised of the Phase 1 roads, alleys, sidewalk curbs, drainage utility holes, to include green and open areas along sidewalks/alleys and lagoon area.

b) Area 2 is comprised of the Phase 2 roads, alleys, sidewalk curbs, drainage utility holes, to include the green and open areas along sidewalks/alleys and along the creek from Longwealth to IRS container yard.

c) Area 3 is comprised of the Phase 3 roads, alleys, sidewalks, curbs drainage utility holes to include the green and open spaces along sidewalks/alleys and South Ave. across the road fronting DO First up to Ju-Young and along the creek from Han Sammae KH to Atmak and at the back of O.M., Zentes, Phil. Sanyu and M.A. Tech.

d) Area 4 is comprised of the Phase 4 Expansion roads, alleys sidewalks, curbs, and drainage utility holes to include the green and open areas along sidewalks/alleys and along the creek from Road F to Road J creek from Container Yard up to HTI and the vicinity of Rotary Avenue.

e) All CEZ Owned buildings, facilities and utility structures.

IV. MISCELLANEOUS CONDITIONS

1. The Contractor undertakes to employ the existing service personnel of the current service contractor who may be recommended by the PEZA.

2. Grounds and Facilities maintenance shall report to work six (6) days a week at eight (8) hours duty per day. The number of days and/or hours of work per day may be extended during emergencies, special occasions and as maybe necessary, subject to compensation.

3. A working Team Leader or Supervisor for grounds and facilities maintenance shall be posted for effective supervision and monitoring of the personnel's performance, subject to different wage rate.

4. All extra hours for work (overtime) shall be subject to the Approval by the Engineering and Maintenance Division prior to the rendition of overtime work.

5. That the Contractor shall forever hold PEZA free of any liability, claim, or damage which the Contractor's employees might raise, or for which the Contractor is answerable under pertinent wage and labor laws.

6. The contractor shall responsible for any damages or losses to the properties and equipment committed by their personnel.

7. The Contractor coordinator representative shall conduct regularly visit at least twice a month to monitor and conduct meeting to the workers issues and concern.

8. That contractor shall make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absences and to exercise the

necessary supervisions over the work of the contractor's personnel. Relievers and replacements shall be qualified and carefully selected, as the situation may so require.

9. That the contractor shall follow all applicable Labor, Safety and Environmental Rules and Regulations

V. SALARIES AND WAGES

Number of working days (313 days), except Sundays and Holidays

DESIGNATION	SALARY (DAILY RATE)
Utility and Grounds Lead persons (2)	702.00
Bush cutter (7)	540.00
Sweeper (22)	540.00
Utility (8) semi-skilled	621.00

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 : _____

_____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

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

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

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

(h) The bidder's audited financial statements, showing, among others, the bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

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

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

III. ADDITIONAL DOCUMENTS

1. *Certificate from previous and current contracting companies / agencies of Satisfactory Performance issued by at least 2 biggest clients within the last five-years;*

2. *Organizational Chart*

3. *List of company officials.*

4. *Certificate from the Bidder stating that it is at least five (5) years in the general service industry & is able to undertake the project*

5. *Certificate of Good Standing from SSS/Proof of Remittance for the last quarter, Philhealth & Pag-ibig.*

6. *Signed Specification / Terms of Reference*

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]

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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

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

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

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

[Jurat]

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

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

Name and address Amount and Purpose of
of 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: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	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)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

ANNEX "A"

PHILIPPINE ECONOMIC ZONE AUTHORITY

Grounds and Facilities Maintenance Services at the Cavite Economic Zone
Reference No. CEZITB 2024-10-008

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	Contract Duration	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
Grounds and Facilities Maintenance Services at the Cavite Economic Zone
Reference No. CEZITB 2024-10-008

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. Contract
2. Certificate of Completion and Acceptance or official receipts or sales invoice

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.

PROJECT : **GROUND AND FACILITIES MAINTENANCE AT THE CAVITE ECONOMIC ZONE**
Subject : **Bid Price Schedule**

I SALARIES AND WAGES

A) Utility and Grounds Leadpersons

8 MH daily (except Sundays and holidays)

= **2 Leadpersons** **x** _____ / day

= P _____ yearly

or P _____ monthly

or P _____ per supervisor / month

B) Bush Cutter

8 MH daily (except Sundays and holidays)

= **7 Bush Cutters** **x** _____ / day

= P _____ yearly

or P _____ monthly

or P _____ per bush cutter / month

C) Sweeper / Gardener

8 MH daily (except Sundays and holidays)

= **22 Sweeper / Gardeners** **x** / day

= P _____ yearly

or P _____ monthly

or P _____ per sweeper/gardener / month

D) Semi-skilled Utility

8 MH daily (except Sundays and holidays)

= **8 Semi-skilled Utility** **x** _____ / day

= P _____ yearly

or P _____ monthly

or P _____ per Semi-skilled utility / month

PROJECT : **GROUND AND FACILITIES MAINTENANCE AT THE CAVITE ECONOMIC ZONE**
Subject : Bid Price Schedule

II EQUIPMENT / CONSUMABLES

	Description	Specification	Quantity	Unit Cost	Amount
A.	**BUSHCUTTER , HEDGE TRIMMER, SERVICE VEHICLE RENTAL & CONSUMABLES**				
1	Brush Cutter (Est. Life Span of 2 years)	Branded , 4 Stroke , w/ metal blade & nylon cutter	7 units		
2	Fuel	2.0 liters / bushcutter / day x 7 x 264 days	3,696 Liters		
3	Engine Oil	600 ml / bushcutter / month x 7 x 12 mos.	50.40 Liters		
4	# 250 Nylon	2 kgs / month / unit x 7 x 12 mos.	168 kgs		
5	Hedge Trimmer	Lithium-ion Hedge Trimmer (With Battery (2 units) & Charger)	1 set		
6	Service Vehicle-Rental	Pickup type,Transmission: Manual or Automatic(inclusive of Registration, Fuel, Engine Oil and other consumable) X 313 days	1 set		
B.	**SWEEPING & GARDENING TOOLS & ACCESSORIES**				
1	Brooms	Big brooms for roads sweeping	264 pcs		
2	Uniform (6 per person)	Upper only, long sleeve, cotton	117 pcs		
		Upper only, polo shirt, cotton	78 pcs		
3	Raincoat	Raincoats Heavy duty (Poncho style with reflector)	39 pcs		
4	Bolo "Customize"	Customize	5 pcs		
5	Scythe - Heavy duty	Customize	4 pc		
6	Full face mask PVC material	HDPE headgear, flip up for different viev	16 pcs		
7	Safety shoes with steel toe, lightweight	Heavy Duty, with steel toe lightweight	12 pcs		
8	Branch cutter	41" telescopic, heavy duty	2 pcs		
9	Garden cutting scissor 22"	Handle material alum and rubber non-slip soft grip, blade manganese steel	3 pcs		
10	Traffic cone	Reflectorized traffic cone	10 pcs		
11	Hard Hat	Hard Hat w/ chinstrap	10 pcs		
12	Garden Sprinkler	Rotating Garden Sprinkler	2 pcs		
13	Dust pan made of fabricated plastic conta	Heavy Duty, made of fabricated plastic container 20 liters capacity	44 pcs		
14	Jumbo Bag	Jumbo Bag (90x90x100 cm)	20 pcs		
15	Wheel barrow-Heavy duty	Wheel barrow-Heavy duty (Capacity at least 120 kg)	1 pc		
16	Rain boots heavy duty	Water proof, Heavy Duty	39 pairs		
17	Garden Hose	Garden Hose 1/2"Φ -90 meters (1 roll)	1 roll		
18	Shovel	Square and pointed Shovel	8 pcs		
19	Safety Gloves	Heavy duty / For constuction	200 pcs		
20	Sun hats	Buri Hat	30 pcs		

21	Welding Helmet Transparent Anti-splash Electric Protect	Transparent Anti-splash Electric Protect	1 pc		
22	Leather Welding gloves	Leather material cowhide gloves for welding	1 pc		
23	Safety Reflective Vest	Reflectorized yellow green	9 pcs		
24	Full Body Safety Harness	Full Body Safety Harness	1 pc		
25	Fiberglass Industrial Extension Ladder (16 ft)	Fiberglass Industrial Extension Ladder (16 ft)	1 pc		
26	Leather Apron Jacket w/ sleeve for grass cutting	Leather material For grass cutting	9 pcs		
27	Tree pruner With pole saw	Tree pruner & Extendable Pole Saw at least up to 3.75m (Metal pole ,SK5 saw blade and triple teeth	1 pc		
28	Garden rake	Garden rake with wooden handle	1 pc		
	T O T A L				

III BENEFITS

Benefits (₱)	Utility and Grounds Leadpersons (2)	Bush Cutter (7)	Semi-skilled Utility (8)	Sweeper / Gardener (22)
13th Month Pay				
SSS				
ECC				
Philhealth				
S/V Leave				
Pag-ibig				
T O T A L				

IV. SUMMARY

A	Total Salaries and Wages	₱	
B	Benefits	₱	
C	Equipment	₱	
D	Consumables	₱	
E	Total (A+B+C+D)	₱	
F	Admin Fee	₱	
G	12% VAT	₱	
H	**TOTAL BID AMOUNT**	**₱**	**Annually or**
		₱	**Monthly**

Submitted by:

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

Republic of the Philippines
gppb
Government Procurement Policy Board