PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Personnel, Tools and Equipment for the Facilities and Clean and Green Maintenance in MEZ

ABC Php 9,995,668.58

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

PHILIPPINE ECONOMIC ZONE AUTHORITY

INVITATION TO BID FOR Supply and Delivery of Personnel, Tools and Equipment for the Facilities and Clean and Green Maintenance in MEZ

(PEZA MEZ No. 2023-001)

1. The **Philippine Economic Zone Authority**, through the Approved Corporate Operating Budget for the Year 2023 intends to apply the sum of **Nine Million Nine Hundred Ninety-Five Thousand Six Hundred Sixty-Eight and 58/100 (Php 9,995,668.58)** being the ABC to payments under the contract for **Supply and Delivery of Personnel, Tools and Equipment for the Facilities and Clean and Green Maintenance in MEZ**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Economic Zone Authority** now invites bids for the above Procurement Project. Delivery of the Goods is required ten (10) days from the receipt of Notice to Proceed and with contract duration of one (1) Year. Bidders should have completed, within Three (3) years from the date of submission and receipt of bids, a contract similar to the Project which is **Building and Facilities Maintenance and whose value must be at least 50% of the ABC.**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

4. Prospective Bidders may obtain further information from **Philippine Economic Zone Authority** and inspect the Bidding Documents at the address given below during **PhilGEPS**, **Philippine Economic Zone Authority Bulletin Board** and **PEZA Website (peza.gov.ph).**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **11 May 2023** 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 **Php 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person and through email.

6. The **Philippine Economic Zone Authority** will hold a Pre-Bid Conference[1] and Opening of Bids on the following dates below at Conference Room, PEZA Administration Building, AAI Compound, Mactan Economic Zone, Lapu-lapu City which shall be open to prospective bidders.

Pre-Bid Conference	Submission & Opening of Bids
19 May 2023; 2:00PM	31 May 2023; 2:00PM

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 31 May 2023; 2:00PM. Late bids shall not be accepted. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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.

Forms of Bid Security	Amount
Bid Securing Declaration	Not Applicable
Cash; Manager's Check; Bank Draft/ Guarantee; or Irrevocable letter of Credit	**Php 199,913.37** or *equivalent to two percent (2%) of ABC*
Surety Bond	***Php 499,783.43** or equivalent to five percent (5%) of ABC]*

9. The **Philippine Economic Zone Authority** 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.

10. For further information, please refer to:

Ms. Mirzi Caryl P. Lamosao
BAC Secretariat Chairperson
Philippine Economic Zone Authority
Administration Building, AAI Compound Mactan Economic Zone, Lapu-lapu City
Telephone number: 032-340-0593
Email: mirzi.lamosao@peza.gov.ph; mezbac@peza.gov.ph
Website address: peza.gov.ph

11. You may visit PEZA websites for downloading of Bidding Documents:
http://www.peza.gov.ph/index.php/bid-opportunities

9 May 2023

Mr Arnel M. Suyu
BAC Chairperson

[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

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Philippine Economic Zone Authority** wishes to receive Bids for the **Supply and Delivery of Personnel, Tools and Equipment for the Facilities and Clean and Green Maintenance in MEZ** with identification number *PEZA MEZ No. 2023-001*.

[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 [*indicate number of lots 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 Approved Corporate Operating Budget for the Year 2023 in the amount of **Php 9,995,668.58.**

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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 {*[insert if applicable]* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

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

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

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

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

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

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

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

b. For Goods offered from abroad:

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

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

13. Bid and Payment Currencies

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

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

[Select one, delete the other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP]*.

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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

[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.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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:

[Select one, delete the other/s]

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

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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, {*[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. {*[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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**.

[Include the following clauses if Framework Agreement will be used:]

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly

authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: **a. Building and Facilities Maintenance** b. completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
7.1	**Not Applicable**
12	The price of the Goods shall be quoted DDP *[state place of destination]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Php 199,913.37** [*Indicate the amount equivalent to two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php 499,783.43** *[Indicate the amount equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	*Not Applicable.*
20.2	The Contractor shall submit, along with the monthly billing statement, a certified true copy of the duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, Pag-IBIG, PhilHealth and ECC as proof of remittances of employer's and employee's contributions for SSS, PhilHealth and Pag-Ibig Premiums.
21.2	The contractor shall secure and maintain, at its own expense, all registration, licenses and permits required by law and shall comply with all pertinent rules and regulations.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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 –** NOT APPLICABLE. **Incidental Services –** NOT APPLICABLE. **Spare Parts –** NOT APPLICABLE.
	Packaging – **NOT APPLICABLE.** **Transportation –** **NOT APPLICABLE.** **Intellectual Property Rights –** NOT APPLICABLE.
	Regular and Recurring Services – NOT APPLICABLE.

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

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	A. FACILITIES MAINTENANCE PERSONNEL			
	Office Clerk (FM & CG)	Pax	1	10 Days after receipt of NTP
	Team Leader	Pax	1	10 Days after receipt of NTP
	Warehouse keeper	Pax	1	10 Days after receipt of NTP
	Driver	Pax	1	10 Days after receipt of NTP
	Mason / Carpenter	Pax	2	10 Days after receipt of NTP
	Welder	Pax	1	10 Days after receipt of NTP
	Electrician	Pax	1	10 Days after receipt of NTP
	Plumber	Pax	1	10 Days after receipt of NTP
	Painter	Pax	1	10 Days after receipt of NTP
	Laborer/Helper	Pax	5	10 Days after receipt of NTP
	TOOLS AND EQUIPMENT			
	Wheel Borrows (ELS = 2 yrs)	pcs	4	10 Days after receipt of NTP
	Rakes (ELS = 4 yrs)	pcs	2	10 Days after receipt of NTP
	Pickmatocks (ELS = 4 yrs)	pcs	2	10 Days after receipt of NTP

	Digging bars (ELS = 4 yrs)	pcs	2	10 Days after receipt of NTP
	Bolo/sundang (ELS = 4 yrs)	pcs	4	10 Days after receipt of NTP
	Shovels (ELS = 2 yrs)	pcs	4	10 Days after receipt of NTP
	Brooms (Silhig/Tukog)	pcs	48	10 Days after receipt of NTP
	Dust pans (HD)	pcs	12	10 Days after receipt of NTP
	Hard Hat w/ chinstrap	unit	15	10 Days after receipt of NTP
	Safety shoes (with steel toe, light weight) (ELS = 1 yr)	unit	15	10 Days after receipt of NTP
	Welding helmet transparent Anti-splash electric protective head cover welder, full face anti-shock screen	pcs	2	10 Days after receipt of NTP
	Leather welding gloves 18''	pcs	2	10 Days after receipt of NTP
	Eye goggles	unit	15	10 Days after receipt of NTP
	Safety reflective vest	unit	15	10 Days after receipt of NTP
	VEHICLES/EQUIPMENTS			
	Multicab, gasoline engine (Surplus), pickup type (road-worthy) (ELS = 5 yrs)	unit	1	10 Days after receipt of NTP
	Liters of Gasoline fuel for 313 days	Ltr	1,248	10 Days after receipt of NTP
	Oil & Lubricants (5% of fuel cost)	Lot	1	10 Days after receipt of NTP
	Equipment Registration renewal and maintenance incl. tires etc.	Lot	1	10 Days after receipt of NTP
	B. CLEAN AND GREEN MAINTENANCE PERSONNEL			

	Team Leader	Pax	1	
	Bush cutter Operator	Pax	2	
	Landscaper / Gardener	Pax	2	
	Driver	Pax	1	
	Helper / Laborer	Pax	3	
	Street Sweeper	Pax	14	
	TOOLS AND EQUIPMENT			
	Wheel borrows HD (ELS = 1 yr)	pcs	4	
	Rakes (ELS = 4 yrs.)	pcs	4	
	Pickmatocks (ELS = 4 yrs.)	pcs	4	
	Digging bars (ELS = 4 yrs.)	pcs	2	
	Bolo / Sundang (ELS = 4 yrs.)	pcs	4	
	Shovels (flat and pointed) (ELS = 2 yrs.)	pcs	4	
	Plastic sprinklers (ELS = 1 yrs.)	units	8	
	Brooms(silhig tukog)	pcs	336	
	Dust pans (heavy duty) (ELS = 1 yr.)	pcs	24	
	Eye goggles (ELS = 1 yr.)	pcs	23	
	Trimming scissors (non-slip) (ELS = 4 yrs)	pcs	4	
	Raincoats (full body) (ELS = 1 yr)	pcs	23	
	Maong apron (ELS = 1 yr)	pcs	4	
	Rubber boots (ELS = 1 yr)	sets	4	
	Nylon No. 250	kls	24	
	Bush cutter (HD) (ELS = 1 yr)	units	2	
	Fuel (2 liter / bushcutter / day)	lts	936	
	Engine Oil (600ml / bushcutter / month)	Lot	1	

	VEHICLES/EQUIPMENTS			
	Multicab, gasoline engine (Surplus), pickup type (road-worthy) (ELS = 5 yrs	unit	1	
	Liters of Gasoline fuel for 313 days	Ltr	1,248	
	Oil & Lubricants (5% of fuel cost)	Lot	1	
	Equipment Registration renewal and maintenance incl. tires etc.	Lot	1	
	Single motorcycle, 4 stroke 100cc -125cc, Japan made (road-worthy) (ELS = 5 yrs	unit	1	
	Liters of Gasoline fuel for 313 days	Ltr	624	
	Oil & Lubricants (5% of fuel cost)	Lot	1	
	Equipment Registration renewal and maintenance incl. tires etc.	Lot	1	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
I	**<u>FACILITIES MAINTENANCE</u>** SPECIFICATIONS The Service Provider/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 orders, lead, direct, inspect, monitor and coordinate efficient and immediate execution within a reasonable period of time. Assigned personnel must be knowledgeable in plumbing, masonry, carpentry, painting, electrical and welding works and with the following activities.	
	a. Data Gathering. The Service Provider/Contractor shall assist the Engineering and Maintenance Division (EMD) in gathering the necessary data, information/s, and other survey works for the preparation/s of plan/s, drawing/s, design/s, and specification/s.	
	b. Work Orders. The Service Provider/Contractor shall assist the EMD in coordinating with the other office/s related to maintenance issue/s and concern/s.	

	c. Minor Repair/s and Maintenance. The Service Provider/Contractor shall be responsible for the minor repair/s and maintenance of MEZ-owned Facilities and Utilities such as: 1. New Administration Building 2. Utility Building 3. Staff House & ZA Living Quarters 4. Standard Factory Buildings 1 & 2 5. Mini-Standard Factory Building 6. Police Head Quarters, Outpost/s, Police Investigation Building, Guard House/s 7. Maintenance Building/s, Warehouse Building/s, Guest House/s 8. Road Network, Curbs and Gutters, 9. Storm and Sewer System, Perimeter Fence/s, Green Area/s, 10. Electrical system, Sanitary and plumbing system, 11. Other structures	
	d. Repair, Fabrication and Maintenance. The Service Provider/Contractor shall implement /execute the work order for the repair of Office Furniture & equipment, fabrication and maintenance to be undertaken by the Administration.	
	e. Monitoring of Status of MEZ-owned Facilities and Utilities. The Service Provider/Contractor shall conduct monitoring schedule of activities for the status of MEZ-owned Facilities and Utilities, damaged utility hole covers in order for an instantaneous and compulsory repair/replacement of the same.	
	f. Emergency Repair/s and Maintenance. In case of emergency repair/s and maintenance, the Service Provider/Contractor shall produce and provide EMD the necessary tool/s and equipment free of charge to PEZA in the event EMD don't have such tool/s and equipment. Such as: 1. Demolition Hammer 2. Acetylene and Oxygen Cutting outfit 3. Welding Machine 4. Welding Generator 5. Concrete Cutter 6. Cut-Off Machine 7. Hammer Drill 8. Air compressor with spray gun	

	9. Portable Disc Grinder	
	g. Other Related Activities The Service Provider/Contractor agrees to perform and execute other activities that be assigned by PEZA as the need arises.	
	TOOLS & ACCESSORIES, SERVICE VEHICLES/EQUIPMENTS The Service Provider/Contractor shall maintain tools and equipment owned and provided by PEZA in tip-top condition. It shall be the responsibility of the Contractor to train its personnel on the proper use and application of machinery, equipment and materials and shall submit list of tools and equipment brought inside the Zone.	
II	**CLEAN AND GREEN MAINTENANCE** 1. SPECIFICATIONS The Service Provider/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.	
	a. Sweeping, Cleaning, and Collecting of Garbage and the Like. The Service Provider/Contractor shall be responsible in sweeping, cleaning and collecting of the dried leaves, thrash, plastics, papers and other garbage from MEZ road network, sidewalks, New and Old Administration grounds surrounding areas, Utility Building surrounding areas, Staff House & ZA Living quarter surrounding areas, Standard Factory Buildings 1 & 2 surrounding areas, Police Headquarters surrounding areas, Police outposts surrounding areas, Police Investigation Building surrounding areas, Police Guardhouses surrounding areas, Maintenance Buildings surrounding areas, Warehouse Buildings surrounding areas; and other areas may be determined by PEZA. The gathered garbage shall be deposited in a designated area for collection by a separate Garbage Collector / Hauler.	
	b. Bush cutting of Grasses and the like. The Service Provider/Contractor shall provide the equipment and accessories for bush cutting works of green areas and open spaces to a desired height. The Contractor shall properly	

	maintain the equipment and may be subject for inspection whenever required.	
	c. Trimming of Plants and Trees. Trimming of plants and trees including the landscape area shall be done by the Service Provider/Contractor personnel. Trimming, pruning and weeding of plants shall be done as often as necessary. The gathered garbage shall be placed in a designated area for collection	
	d. Landscaping and Watering.The Service Provider/Contractor shall be responsible in clearing, leveling and landscaping including planting and watering of the ornamental plants and trees in the green and vacant areas and other areas may be determined by PEZA. Watering shall be done daily or as need arises	
	e. Supervision and Control. All activities called for in this Scope of Work shall be under the direct supervision and control of PEZA.	
	f. Other Related Activities. The Service Provider/Contractor agrees to perform and execute other activities that be assigned by PEZA as the need arises.	
	The Service Provider/Contractor shall maintain tools and equipment owned and provided by PEZA in tip-top condition. It shall be the responsibility of the Contractor to train its personnel on the proper use and application of machinery, equipment and materials and shall submit list of tools and equipment brought inside the Zone.	
	Office Clerk Requirements: • High school diploma • A minimum of 2 years' experience in a clerical position • Strong knowledge of office procedures • Good organizational and multi-tasking abilities Team Leader Requirements: • 15 years of experience as a construction/maintenance management • Experience and knowledge of electrical system • COSH Certificate • High school diploma • Ability to multi-task • Any additional relevant certification will be an advantage Driver Requirements: • High school Diploma. • Valid professional driver's license. • Clean driving record. • Sound knowledge of road safety regulations • Punctual and reliable Mason / Carpenter / Welder / Electrician / Bush cutter operator / Landscaper / Gardener Requirements: • High school diploma • With at least 3 years' experience on the job being applied	

VII. SALARIES AND WAGES

The wage rate of utility workers shall be based on the Department of Labor and Employment (DOLE) Wage Order NO. ROVII-23.

VIII. ADMINISTRATIVE ASPECT

a. The Service Provider/Contractor shall be the sole employer of all the personnel assigned under this term of reference and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, as required by existing rules and regulations.
b. The Service Provider/Contractor shall hold PEZA absolutely free and clear from any liabilities or responsibilities on any claim or claims that may be filed by any of the said personnel for any reason whatsoever.
c. The Service Provider/Contractor shall pay the salaries, allowance and other benefits of all the personnel assigned in accordance with existing laws, rules and regulations.
d. The Service Provider/Contractor shall assume full responsibility for any loss or damage to PEZA properties or of third parties received by Service Provider/Contractor when such loss or damage is due to the fault or negligence of the Service Provider/Contractor or when such fault or negligence of the Service Provider/Contractor contributed to the cause of, or aggravated the loss or damage, provided such loss or damage was not the result of a third party's negligence or malicious act. That such loss or damage is made known in writing to the Service Provider/Contractor within five (5) calendar days after occurrence of such loss or damage. That an investigation has been conducted by both PEZA MEZ EMD and the Service Provider/Contractor, or by the police or any government police agency and that the loss or damage is attributable to the negligence or malicious act of a third party. Failure to make such report within the period stated shall be deemed a waiver by PEZA of any claim for such loss or damage.
e. The Service Provider/Contractor shall pay the 13th month pay and a 5-day service incentive pay of its personnel assigned to the Procuring Entity on or before the 15th of December.
f. The Service Provider/Contractor coordinator representative shall conduct a regular visit at least twice a month to monitor and conduct meeting to the workers issues and concern.
g. The Service Provider/Contractor shall, at all times, exercise due care to ensure the complete security, restriction, and confidentiality of all information made available by PEZA-MEZ.
h. The Service Provider/Contractor shall follow all applicable Labor, Safety and Environmental Rules and Regulations.

IX. OTHER REQUIREMENTS

1. The Service Provider/Contractor shall submit the following documents to PEZA-MEZ for each personnel stated in the POW;
   a. Police and NBI Clearance
   b. Medical Certificate (Fit to Work issued by a licensed Government physician)
   c. Drug Test Results (Twice a year)
2. The Service Provider / Contractor will be assessed and evaluated semiannually for its performance by the Procuring Entity.
3. Prior to payment by the Procuring Entity, the Service Provider/Contractor shall submit:
   a. Sworn statement showing the actual services 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 Service Provider/Contractor's claim for payment of services rendered as may be required by the accounting and auditing rules and regulations;
   b. Sworn affidavit certifying that it has paid the salaries, wages and/or benefits due to its personnel under the law for the previous billing period; and
   c. Proof of remittances of contributions and other payments of the preceding month 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.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

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

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

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

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

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

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

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