PHILIPPINE BIDDING DOCUMENTS

PEZA MEZ NO. 2025-008

Janitorial Services and Other Personnel Requirements of MEZ for CY 2025

ABC Php 9,999,599.16

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.

Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY

INVITATION TO BID FOR Janitorial Services and Other Personnel Requirements of MEZ for CY 2025

1. The **Philippine Economic Zone Authority**, through the **Approved Corporate Operating Budget for the Year 2025** intends to apply the sum of **Nine Million Nine Hundred Ninety-Nine Thousand Five Hundred Ninety-Nine Pesos and 16/100 (ABC Php 9,999,599.16)** being the ABC to payments under the contract for **Janitorial Services and Other Personnel Requirements of MEZ for CY 2025** with **Project Identification number 2025-008**. 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. Contract duration is One (1) Year. Bidders should have completed, within 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.

   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 from Monday to Friday; 8:00am to 5:00pm.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **25 July 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 **Ten Thousand Pesos (ABC Php 10,000.00)**. 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 mezbac@peza.gov.ph for the issuance of Order of payment. All PEZA transactions and fees can only be paid through https://epay.peza.gov.ph.

6. The **Philippine Economic Zone Authority** will hold a Pre-Bid Conference[1] on **04 August 2025; 10:00 am** at **2/F, MEZ Function Hall, PEZA Administration Building, Mactan Economic Zone, Lapu-lapu City** and/or through video conferencing or webcasting via MS. Teams through the link, ***https://tinyurl.com/49j44skj*** , which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **18 August 2025; 10:00am**. Late bids shall not be accepted.

   To ensure the proper submission of bids, all bidders are required to submit a single, securely sealed and appropriately marked "Mother Envelope" containing all the necessary documents outlined in this ITB and Section VIII of the bidding documents. Each envelope must be clearly labeled and include the following details:

   1. Name/Project Title of the contract to be bid;
   2. Name and Address of the bidder;
   3. Recipient Bids and Awards Committee (BAC)/ Procuring Entity (PE);
   4. "Do not open before (date/time of the opening of bids)"

   Contents of the Mother Envelope:

Envelope 1 (Original copy)	Envelope 2 (photocopy)
COPY 1: Technical Component Envelope *must be in accordance to Section VIII of the bidding document	COPY 2 and 3: Copy of Technical Component Envelope
COPY 1: Financial Component Envelope *must be in accordance to Section VIII of the bidding document	COPY 2 and 3: Copy of Financial Component Envelope

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 **18 August 2025; 10:00am** at the **2/F, MEZ Function Hall, PEZA Administration Building, Mactan Economic Zone, Lapu-lapu** and/or via MS Teams: ***https://tinyurl.com/4fmha6z9***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

10. 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.

11. For further information, please refer to:

[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.

Secretariat, MEZ Bids and Awards Committee
Philippine Economic Zone Authority
Administration Building, AAI Compound
Mactan Economic Zone, Lapu-lapu City
Email: mezbac@peza.gov.ph; mezbacsec@peza.gov.ph
Telephone number: 032-340-0593

12. You may visit the following websites:

For downloading of Bidding Documents:
PEZA Website: **https://www.peza.gov.ph/bid-opportunities**;
PhilGEPS Website: **www.philgeps.gov.ph**

25 July 2025

ARNEL M. SUYU
MEZ BAC Chairperson

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 **Janitorial Services and Other Personnel Requirements of MEZ for CY 2025**, with **Project identification number 2025-008.**

[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 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Approved Corporate Operating Budget for the Year 2025** in the amount of **Nine Million Nine Hundred Ninety-Nine Thousand Five Hundred Ninety-Nine Pesos and 16/100 (ABC Php 9,999,599.16)**.

2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of 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:

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 at **2/F, MEZ Function Hall, PEZA Administration Building, Mactan Economic Zone, Lapu-lapu** 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 five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in 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 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 for one hundred twenty (120) days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

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.

[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.

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:

[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

20.2. 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, , 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**.

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

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. Janitorial Services** **b. completed within Five (5) years prior to the deadline for the submission and receipt of bids.**
7.1	Subcontracting is **NOT** allowed.
12	The price of the Goods shall be quoted 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 **Php199,991.98** *[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 **Php499,979.96** *[Indicate the amount equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	Project will be awarded a single lot. The ABC is Pesos: **Nine Million Nine Hundred Ninety-Nine Thousand Five Hundred Ninety-Nine Pesos and 16/100 centavos Only (ABC Php9,999,599.16)**. Any bid with financial component exceeding this amount shall be rejected.
20.2	Within a non-extendable 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 Electronic Filing and Payment Systems (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; 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; 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

	5.Audited Financial Statements stamp received by the BIR or BIR-accredited institutions.
21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]*

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 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 –** 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 *[indicate name(s)]*. **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

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.	**PERSONNEL REQUIREMENTS**			
I	**JANITORS** [Ground Floor] ➢ Zone Administrator's Office [Second Floor] ➢ Office of the Zone Administrator, Conference Room ➢ Office of the Deputy Zone Administrator ➢ Director General's Office — **1** [Ground Floor] ➢ Comfort Room in ZA's Office [Second Floor] ➢ Male and Female Comfort Rooms inside OZA Records Room ➢ OZA Records Room ➢ Small Waiting Area between ASD and OZA — **1** [Second Floor] ➢ ASD Office ➢ Male and Female Comfort Rooms near ASD Office ➢ Staircase leading to OZA and ASD ➢ Staircase leading to ASD Office [near Waiting Area] ➢ Document Control Room/ASD Records Room [Ground Floor) — **1** [Ground Floor] ➢ EHSD Office ➢ EHSD Records Room ➢ Hallway from Entrance to Ramp Area [near COA's office] ➢ MIS Office — **1** [Ground Floor] ➢ EMD Office ➢ EMD Records Room ➢ Office of the Dept. Manager, Operations ➢ Male and Female Comfort Rooms — **1**	**PAX**	**12**	

	[Ground Floor] ➢ EAD Office ➢ EAD Records Room ➢ Breastfeeding/Lactation Room ➢ Waiting Area outside including ramp	**1**			
	[Ground Floor] ➢ FSD Office ➢ FSD Records Room ➢ Office of Dept. Manager, Support Services ➢ Cashier's Office ➢ COA Office and COA Records Room	**1**			
	➢ MEZ Police Headquarters and surrounding areas	**1**			
	➢ JPCO Sub port of Mactan Office [near MEPZ Coop Office] ➢ Fire Control Unit incl Comfort Room [near the Staffhouse]	**1**			
	➢ Staff house	**1**			
	➢ MEZ II-SEZ Office	**1**			
	➢ CLIP II-SEZ Office	**1**			
II	**ENCODERS**		**PAX**	**19**	
	➢ Office of the Zone Administrator	**2**			
	➢ Administrative Services Division – HR Unit	**1**			
	➢ Administrative Services Division – Supply Unit	**1**			
	➢ Engineering and Maintenance Division/OBO	**2**			
	➢ Environment, Health and Safety Division	**1**			
	➢ Enterprise Assistance Division	**2**			
	➢ Finance Services Division	**3**			
	➢ MEZ Zone Police Unit	**2**			
	➢ Visayas IT Office	**1**			
	➢ PEZA Davao Office	**1**			
	➢ JPCO Subport of Mactan	**1**			
	West Cebu industrial Park SEZ, Balamban	**1**			
	Mitsumi Realty Incorporated SEZ, Danao City	**1**			

B	**OVERHEAD**			
BI	**TOOLS/ WORK EQUIPMENTS (Depreciable)** (Repairs and Maintenance on the Account of Contractor)			
	Electric Floor Polisher – high speed	pc	1	
	Electric Floor Polisher - low speed	pc	3	
	Vacuum Cleaner (big)	pc	1	
	Electric Blower (big)	pc	1	
B.II	**MISCELLANEOUS TOOLS AND IMPLEMENTS FOR CLEANING (Consumable)** Broom - Lanot (Soft)	pc	80	
	Broom Ting Ting	pc	8	
	Cloth Door Mat	pc	24	
	Dipper	pc	6	
	Dust Mop set 24" Standard	pc	5	
	Dust pan	pc	8	
	Dusters (cotton)	pc	6	
	Glass Cleaner Applicator	pc	4	
	Mop (Dust) Head 24" Standard (dry)	pc	3	
	Mop Handle Aluminum set (steel)	pc	8	
	Mop Head Twine 400 g (wet)	pc	40	
	Plunger (Toilet bowl pump)	pc	10	
	Round Rags	pc	400	
	Rubber Door Mat	pc	8	
	Spray Bottle	pc	8	
	Toilet Brush	pc	6	

B.III	**SUPPLIES AND MATERIALS (Consumables)**			
	Buffable wax	gal	42	
	Chlorine Powder	kg	10	
	Deodorant cake	pc	300	
	Dishwashing liquid lemon	gal	48	
	Dishwashing sponge	pc	225	
	Disinfectant Aerosol Spray 510ml	btl	30	
	Insect Repellant Spray Odorless	pc	20	
	Isopropyl Alcohol 70%	gal	10	
	Garbage/Trashbag large black	roll	300	
	Garbage/Trashbag medium black	roll	180	
	Garbage/Trashbag small black	roll	45	
	Glass Cleaner	gal	3	
	Liquid Hand Soap	gal	20	
	Toilet bowl Cleaner	gal	100	
	Black Stripping Pad 16"	pc	12	
	Red Buffing Pad 16"	pc	4	
	Red Buffing Pad 20"	pc	5	
	Steel Wool	pc	80	
	White Polishing Pad 20"	pc	6	
	Wax Stripper	gal	10	

Name: _____

Legal Capacity: _____

Signature: _____

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

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.]

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	12 PAX JANITORS	
2	19 PAX ENCODERS	
3.0	**TOOLS/ WORK EQUIPMENTS (Depreciable)** (Repairs and Maintenance on the Account of Contractor)	
3.1	Electric Floor Polisher – high speed	
3.2	Electric Floor Polisher - low speed	
3.3	Vacuum Cleaner (big)	
3.4	Electric Blower (big)	

4.1	**MISCELLANEOUS TOOLS AND IMPLEMENTS FOR CLEANING (Consumable)** Broom - Lanot (Soft)	
4.2	Broom Ting Ting	
4.3	Cloth Door Mat	
4.4	Dipper	
4.5	Dust Mop set 24" Standard	
4.6	Dust pan	
4.7	Dusters (cotton)	
4.8	Glass Cleaner Applicator	
4.9	Mop (Dust) Head 24" Standard (dry)	
4.10	Mop Handle Aluminum set (steel)	
4.11	Mop Head Twine 400 g (wet)	
4.12	Plunger (Toilet bowl pump)	
4.13	Round Rags	
4.14	Rubber Door Mat	
4.15	Spray Bottle	
4.16	Toilet Brush	
5.0	**SUPPLIES AND MATERIALS (Consumables)**	
5.1	Buffable wax	
5.2	Chlorine Powder	
5.3	Deodorant cake	
5.4	Dishwashing liquid lemon	
5.5	Dishwashing sponge	
5.6	Disinfectant Aerosol Spray 510ml	

5.7	Insect Repellant Spray Odorless	
5.8	Isopropyl Alcohol 70%	
5.9	Garbage/Trashbag large black	
5.10	Garbage/Trashbag medium black	
5.11	Garbage/Trashbag small black	
5.12	Glass Cleaner	
5.13	Liquid Hand Soap	
5.14	Toilet bowl Cleaner	
5.15	Black Stripping Pad 16"	
5.16	Red Buffing Pad 16"	
5.17	Red Buffing Pad 20"	
5.18	Steel Wool	
5.19	White Polishing Pad 20"	
5.20	Wax Stripper	

Name: _____

Legal Capacity: _____

Signature: _____

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

Date Prepared	:	14 July 2025
Title of Contract	:	**JANITORIAL SERVICES AND OTHER PERSONNEL REQUIREMENTS OF MEZ FOR CY 2025**
Location	:	**MEZ, LAPU-LAPU CITY**
Estimated Cost	:	**PhP 9,999,599.16**

Supporting Schedules as the basis for the estimated cost:

Page 1	Cover Page
Page 2	Summary which indicates the breakdown of the direct labor cost and the basis of computation for 31 workers
Page 3	Summary which gives the details of the Tools & Equipment, Miscellaneous Tools and Implements, and Supplies and Materials.
Page 4	Terms of Reference

Prepared by:

MIRZI CARYL P. LAMOSAO
Division Chief II
Administrative Services Division

Checked by:

APRIL JOY R. MEDICO
EZDA and OIC
Support Services Department

Approved:

EMMANUEL D. CORTERO
Economic Zone Administrator
MEZ and VisMin SEZs

TERMS OF REFERENCE

A. SCOPE OF SERVICES

The Service Provider shall provide Janitorial Services and Other Personnel Requirements of MEZ for CY 2025 for the following services:

1. The Contract for Janitorial Services and Other Personnel Requirements of MEZ for CY 2025 shall be for a period of one (1) year subject to the following conditions:

    1.1 The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:
    - 1.1.1 Quality of service delivered
    - 1.1.2 Time Management
    - 1.1.3 Management and suitability of personnel
    - 1.1.4 Contract administration and management
    - 1.1.5 Provision of regular progress reports

2. The Contractor, through its janitors, shall maintain the cleanliness of the offices/premises within their areas of assignment and for the encoders to perform all reasonable clerical and encoding tasks assigned to them by their unit heads, and both shall garner a quarterly average rating of Very Good in the monthly performance monitoring sheet. Moreover, the provision of goods as stipulated in the Summary on Tools/Equipment, Implements for Cleaning and Consumable Supplies and Materials must be completely and regularly provided to PEZA following the checklist of materials delivered, as per the attached Delivery Checklist and Schedule.

3. The Contractor shall consult with PEZA on the mode of deployment of its janitors and encoders following their area of assignments and their work schedules, provided that Janitors and Other Personnel (Encoders) 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 may be necessary, subject to overtime compensation.

    The Contractor shall provide a biometrics machine for their personnel's attendance logs at no cost to PEZA.

4. All extra hours of work (overtime) shall be subject to the approval of the Administrative Services Division as recommended by their unit heads prior to the rendition of overtime work.

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

6. The Contractor shall ensure that all deployed personnel were carefully screened, in good health, and with pertinent mandatory clearances. They shall wear the uniform provided by the Contractor (office attire for encoders; upper portion only

and polo shirt for janitors) and must abide by the PEZA Dress Code policy, including the wearing of their IDs at all times when inside the office premises.

7. PEZA reserves the right to demand the permanent replacement of any of the Contractor's personnel at any time for any justifiable reasons, and such replacement shall be carried out within twenty-four (24) hours from receipt of the demand.

8. The Contractor shall ensure the availability of relievers and/or temporary replacements within four (4) hours from receipt of notice to ensure continuous and uninterrupted services in cases of absences/emergency situations. The said relievers must be qualified to perform the duties stipulated herein as functioned by the person being relieved/replaced.

9. The Contractor shall assign its own organic personnel who will conduct periodic ocular inspections of the areas of assignments of the janitors and encoders and closely coordinate with the assigned supervisor among the said janitors and encoders for administrative and operational concerns.

10. The Contractor is the sole employer of all the janitors, janitors' supervisor and encoders as well as relievers assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, rules, and regulations. The Contractor shall hold PEZA absolutely free and clear from any liabilities or responsibilities on any claim or claims which may be filed by any of the said janitors/encoders for any reason whatsoever.

11. The Contractor shall pay the salaries, allowances, and other statutory monetary benefits of all janitors/encoders assigned under this Contract in accordance with existing laws, rules, and regulations governing the employment of labor.

12. Should the Contractor fail to pay the salaries, wages, and other statutory monetary benefits of its janitors/encoders as scheduled, on account of force majeure or circumstances beyond the Contractor's control, the latter hereby authorizes PEZA to pay directly the Contractor's janitors/encoders of their salaries, wages and other statutory monetary benefits using as a basis the latter's payroll computation of the immediately preceding pay period. Such direct payments made by PEZA shall be deducted from the Contractor's billing for the subject pay period.

13. The Contractor shall submit to PEZA its monthly billing rate within ten (10) calendar days of the following month from which the services were rendered, together with the following documents:

    13.1 Sworn statement showing actual services have been rendered by the janitors/encoders for the billing period claimed.

    13.2 Sworn statement showing proof of payment of the salaries, wages, and/or benefits of all its personnel for the previous billing period.

13.3 Sworn statement showing proof of remittances of SSS, PhilHealth, HDMF premiums/payments, and other deductions/contributions mandatorily required by law.

14. Based on PEZA's assessment, it may pre-terminate the contract for failure by the Contractor to perform its obligations herein following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB under Resolution No. 018-2004 dated 22 December 2004.

15. The Contractor must have completed, within five (5) years, a single contract that is similar to the contract to bid, and whose value adjusted to the current process using the Philippine Statistics Authority consumer price indices, must be at least fifty percent (50%) of the ABC.

16. The Contractor shall submit to PEZA a performance evaluation with at least a satisfactory rating from two (2) previous private or government clients, within the last five (5) years.

17. Contractor must have a functional Occupational Safety and Health (OSH) policy and program which will cover its employees deployed in PEZA and meet the requirement as provided in the CSC-COA-DBM Joint Circular No. 1, s.2017-14 dated June 15, 2017, as amended by CSC-COA-DBM Joint Circular No. 1, s.2018. (*See CSC-COA-DBM Joint Circular No. 1, s.2017 dated June 15, 2017, Rules and Regulations Governing Contract of Service and Job Order Workers in the Government as amended by CSC-CAO-DBM Joint Circular No. 1, s.2018)*

18. Contractor must ensure that emergency OSH related services will be provided its employees such as but not limited to first aid, emergency medical supplies and emergency hospitalization assistance, confinement and other related expenses, and such account shall be borne by the said Contractor; while COVID-19 testing and financial assistance to employees who contracted COVID-19 shall follow the DOLE COVID-19 Related Issuances, as applicable.

19. The Contractor must observe strict compliance to the Data Privacy Act of 2012. The deployed encoders have signed an undertaking on confidentiality agreement, and that the latter will accomplish the Commitment on the Use of PEZA ICT Assets Form upon assumption.

20. The Contractor must be a duly-registered Contractor under DOLE Department Order No. 174-17. Failure to renew shall cause for the pre-termination of the Contract.

21. The Contractor must have or should have an established and functional office within Cebu Province to manage their administrative and operational support services.

B. SCHEDULE OF REQUIREMENTS

The Contractor shall provide PEZA with qualified janitors, janitors' supervisor and encoders to be deployed in the following areas of assignment, with stipulated duties and responsibilities.

- Qualification Requirements:

JANITORS

a. Can work with minimum supervision.
b. Must have good moral character.

JANITORS' SUPERVISOR

a. Can work with minimum supervision.
b. Must have good moral character.
c. With a minimum janitorial experience of three (3) years.

OTHER PERSONNEL (ENCODERS)

a. Must be at least a high school graduate.
b. Computer literate with basic knowledge of Microsoft Office applications (MS Word and MS Excel).
c. Can work with minimum supervision.
d. Must have a good moral character.

A. JANITORS

Areas of Assignment	No. of Janitors
[Ground Floor] ➢ Zone Administrator's Office *[Second Floor]* ➢ Office of the Zone Administrator, Conference Room ➢ Office of the Deputy Zone Administrator ➢ Director General's Office	1
[Ground Floor] ➢ Comfort Room in ZA's Office *[Second Floor]* ➢ Male and Female Comfort Rooms inside OZA Records Room ➢ OZA Records Room ➢ Small Waiting Area between ASD and OZA	1
[Second Floor] ➢ ASD Office ➢ Male and Female Comfort Rooms near ASD Office ➢ Staircase leading to OZA and ASD ➢ Staircase leading to ASD Office [near Waiting Area] ➢ Document Control Room/ASD Records Room [Ground Floor)	1
[Ground Floor] ➢ EHSD Office ➢ EHSD Records Room ➢ Hallway from Entrance to Ramp Area [near COA's office]	1

➢ MIS Office	
[Ground Floor] ➢ EMD Office ➢ EMD Records Room ➢ Office of the Dept. Manager, Operations ➢ Male and Female Comfort Rooms	1
[Ground Floor] ➢ EAD Office ➢ EAD Records Room ➢ Breastfeeding/Lactation Room ➢ Waiting Area outside including ramp	1
[Ground Floor] ➢ FSD Office ➢ FSD Records Room ➢ Office of Dept. Manager, Support Services ➢ Cashier's Office ➢ COA Office and COA Records Room	1
➢ MEZ Police Headquarters and surrounding areas	1
➢ JPCO Sub port of Mactan Office [*near MEPZ Coop Office]* ➢ Fire Control Unit incl Comfort Room *[near the Staffhouse]*	1
➢ Staff house	1
➢ MEZ II-SEZ Office	1
➢ CLIP II-SEZ Office	1
TOTAL JANITORS	**12**

JANITORS' DUTIES AND RESPONSIBILITIES

- **Daily Activities/Tasks**
  - Sweeping, damp mopping with on floor areas, stairways, corridors/hallways, comfort rooms and washrooms; polishing/buffing of floor areas as needed;
  - Cleaning, dusting, damp wiping and/or polishing of furniture, counters, fixtures, walls, vertical and horizontal surfaces;
  - Keeping the stairways and entrances free of obstructions;
  - Washing all comfort rooms, toilet bowls, urinals, commodes and wash basins with detergent or cleanser;
  - Checking of toilet paper and other supplies at the comfort rooms;
  - Emptying, collecting and/or disposing of receptacles for trash garbage and waste containers;
  - Picking up of loose papers, match sticks, candy wrappers and loose trash;
  - Reporting to the Administrative Services Division any busted bulbs and lamps as soon as noticed by the janitors;
  - Reporting to the Administrative Services Division any leaking faucets in the comfort rooms and washrooms;
  - Reporting to the Administrative Services Division any unusual activity within the area of assignment;
  - Vacuuming upholstered office chairs
  - Cleaning of interior glasses, walls and decors;
  - Watering and maintenance of indoor plants.

- Performing other reasonable tasks as may be assigned by the immediate superior from time to time

- **Weekly Activities/Tasks**
  - General cleaning of floor areas;
  - General cleaning of comfort rooms with thorough cleaning and disinfecting of toilet bowls, urinals and wash basins;
  - Thorough cleaning of walls, partitions and other vertical surfaces;
  - Thorough cleaning and dusting of offices furniture, tables and fixtures;
  - Re-applying of furniture wax on all office furniture; and

- **Monthly Activities/Tasks**
  - Washing of woodworks, doors, partitions and walls of comfort rooms
  - Pruning of indoor plants
  - Preparation of monthly consumption report and status of supplies report (by Janitorial Supervisor)

- **Semi-Annual Activities/Tasks**
  - Cleaning of all light diffusers, ventilation ducts and other overhead fixtures (as instructed by designated PEZA personnel); and
  - Shampooing of upholstered furniture and carpets

B. ENCODERS

Areas of Assignment	No. of Encoders
➢ Office of the Zone Administrator	2
➢ Administrative Services Division – HR Unit	1
➢ Administrative Services Division – Supply Unit	1
➢ Engineering and Maintenance Division/OBO	2
➢ Environment, Health and Safety Division	1
➢ Enterprise Assistance Division	2
➢ Finance Division	3
➢ MEZ Zone Police Unit	2
➢ Visayas IT Zone Office	1
➢ PEZA Davao Office	1
➢ JPCO Subport of Mactan	1
➢ West Cebu Industrial Park SEZ, Balamban	1
➢ Mitsumi Realty Incorporated SEZ, Danao City	1
TOTAL ENCODERS	**19**

ENCODERS/CLERKS' DUTIES AND RESPONSIBILITIES

- Typing/encoding letters, correspondences and other documents
- Receiving and recording, filing and maintenance of copies of incoming and outgoing documents
- Scanning of records and other documents
- Delivery/Transmittal of outgoing letters and communications to other divisions/units
- Receiving telephone calls and referring the same to the concerned persons

- Handling of files, supplies, equipment of the assigned units and assist in the monitoring and maintenance of the same
- Delivery and/or retrieval of files/records from/to storage areas of offices/departments/units
- Encoding of PEZA Forms in the Accountable Form Recording System for those assigned in the Enterprise Assistance Division
- Preparing and assists in releasing of PEZA Accountable forms, PEZA seals and boat notes for those assigned in Administrative Services Division (Supply Unit)
- Encoding of Daily Monitoring Log sheet in the Electronic Import Permit System for those assigned in the JPCOs
- Assist in the evaluation of application forms, encoding to the system, and printing of access pass for those assigned in the Zone Police Unit
- Preparing of simple reports/presentations/communications as required by the unit heads
- Performing other reasonable tasks as may be assigned by the immediate superior from time to time

Prepared by:

MIRZI CARYL P. LAMOSAO
Division Chief II
Administrative Services Division

Checked and Verified by:

APRIL JOY R. MEDICO
EZDA and Officer-in-Charge
Support Services Department

Noted by:

EMMANUEL D. CORTERO
Economic Zone Administrator
MEZ and VisMin SEZs

MACTAN ECONOMIC ZONE				
TITLE OF CONTRACT :	JANITORIAL SERVICES AND OTHER PERSONNEL REQUIREMENTS OF MEZ FOR CY 2025			
	JANITORS	JANITORS' SUPERVISOR	ENCODERS	TOTAL
Factor Used				
a. No. of working days in a year	313	313	313	313
b. Rate per day	501.00	564.00	599.00	1,664.00
Monthly Payment to be paid directly to Personnel				
c. Basic Pay (a x b)/12				
d. 13th Month Pay (c x 1/12)				
e. 5 days Incentive Leave (b x 5/12)				
f. Uniform Allowance	350.00	350.00	550.00	1,250.00
g. 9% of Basic Pay (c) as Allocated Budget for Premium Pay				
Employer's Mandatory Contributions in Favor of the Employee				
h. SSS (c + e + g)				
i. Philhealth (c)				
j. EC				
k. Pag-IBIG Fund				
l. Total Payable to Employees and to Government (sum of c to k)				
Other Costs				
m. Administrative Overhead & Profit (must not be less than 10% of l)				
n. Supplies and Equipment (VAT exclusive)				
o. Total Cost before VAT (sum of l to n)				
p. VAT (12% of o)				
Monthly Cost per Head (o + p)				
Number of Personnel	11	1	19	31
Total Monthly Cost				
Total Annual Cost				
TOTAL BID PRICE (in numbers)				
TOTAL BID PRICE (in words)				

MACTAN ECONOMIC ZONE

TITLE OF CONTRACT — **JANITORIAL SERVICES AND OTHER PERSONNEL REQUIREMENTS OF MEZ FOR CY 2025**

B. OVERHEAD			QTY	Unit	Unit Cost	Amount **Per Annum**
I	TOOLS/WORK EQUIPMENTS (Depreciable)					
	(Repairs and Maintenance on the Account of Contractor)					
	Electric Floor Polisher - high speed		1	pc		-
	Electric Floor Polisher - low speed		3	pc		-
	Vacuum Cleaner (big)		1	pc		-
	Electric Blower (big)		1	pc		-
		Amount				-
		Depreciation (estimated useful life of equipment -5 years)				-
		Total				-
II	MISCELLANEOUS TOOLS AND IMPLEMENTS FOR CLEANING (Consumable)					
	Broom - Lanot (Soft)		80	pc		-
	Broom Ting Ting		8	pc		-
	Cloth Door Mat		24	pc		-
	Dipper		6	pc		-
	Dust Mop set 24" Standard		5	pc		-
	Dust pan		8	pc		-
	Dusters (cotton)		6	pc		-
	Glass Cleaner Applicator		4	pc		-
	Mop (Dust) Head 24" Standard (dry)		3	pc		-
	Mop Handle Aluminum set (steel)		8	pc		-
	Mop Head Twine 400 g (wet)		40	pc		-
	Plunger (Toilet bowl pump)		10	pc		-
	Round Rags		400	pc		-
	Rubber Door Mat		8	pc		-
	Spray Bottle		8	btl		-
	Toilet Brush		6	pc		-
		Total				-
III	Supplies and Materials (Consumable)					
	Buffable wax		42	gal		-
	Chlorine Powder		10	kg		-
	Deodorant cake		300	pc		-
	Dishwashing liquid lemon		48	gal		-
	Dishwashing sponge		225	pc		-
	Disinfectant aerosol Spray 510ml		30	btl		-
	Insect Repellant Spray Odorless		20	pc		-
	Isopropyl Alcohol 70%		10	gal		-
	Garbage/Trashbag large black		300	roll		-
	Garbage/Trashbag medium black		180	roll		-
	Garbage/Trashbag small black		45	roll		-
	Glass Cleaner		3	gal		-
	Liquid Hand Soap		20	gal		-
	Toilet bowl Cleaner		100	gal		-
	Black Stripping Pad 16"		12	pc		-
	Red Buffing Pad 16"		4	pc		-
	Red Buffing Pad 20"		5	pc		-
	Steel Wool		80	pc		-
	White Polishing Pad 20"		6	pc		-
	Wax Stripper		10	gal		-
		Total				-
		Overall Total				-

Total Cost of Supplies & Equipment for one (1) year	-
Total Cost of Supplies & Equipment per month	-
Total Number of Janitorial Personnel	12
Total Cost of Supplies & Equipment per month per Janitor (VAT inclusive)	-
Less: VAT	-
Total Cost of Supplies & Equipment per month per Janitor (VAT exclusive)	-

Note : Delivery of all work equipment, tools, implements for cleaning, and supplies and materials should have a documented itemized delivery receipt and duly received by the assigned Supervisor.

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.

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, 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]

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

Name and address of agent	Currency	Amount and Purpose of Commission or gratuity

(if none, state "None")*1*

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: _____

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

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

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

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT IN NATURE AND COMPLEXITY TO THE CONTRACT TO BE BID

This is to certify that **[NAME OF BIDDER]** has the following ongoing and awarded but not yet started contracts:

A. NAME OF CONTRACT B. NATURE OF WORK C. LOCATION OF PROJECT	DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NUMBER(S)	A. DATE STARTED B. TARGET DATE OF COMPLETION	% ACCOMPLISHMENT		VALUE OF OUTSTANDING WORKS/UNDELIVERED PORTION (PHP)	REMARKS
					PLANNED	ACTUAL		
Government								
Private								
					TOTAL COST		-	

Instructions:

a.) 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 called for bidding) as of _____. (The day before the deadline of submission and opening of bids)

b.) The total cost of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

c.) If there is **no ongoing contract** including awarded but not yet started as of the aforementioned period, **state NONE or N/A**.

_____
Name and Signature of Authorized Representative

_____
Date

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that **[NAME OF BIDDER]** has the following SLCC within _____ years prior to the opening of bids.

A. NAME OF CONTRACT B. DEFINITION OR DESCRIPTION OF SIMILAR PROJECT C. LOCATION OF PROJECT	DATE OF CONTRACT	AMOUNT OF COMPLETED CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NO.	A. DATE AWARDED B. DATE STARTED C. DATE OF COMPLETION/DELIVERY/ CONTRACTING PARTY'S ACCEPTANCE	REMARKS
Government					
Private					

Instructions:

a.) This statement shall be supported with any of the following:
- i. Owner's Certificate of Final Acceptance; or
  - Name of project owner that issued the certificate;
  - Name of Contractor/Constructor;
  - Name of Contract; and
  - Contract Duration.
- ii. Final Rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES); or
- iii. Equivalent Document in case of Private Contracts

_____
Name and Signature of Authorized Representative

_____
Date

Republic of the Philippines
gppb
Government Procurement Policy Board