

PHILIPPINE BIDDING DOCUMENTS

EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT

Bid No.22-012-06 ALPHA

Government of the Republic of the Philippines

**Sixth Edition
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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



**INVITATION TO BID FOR
EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER
AT ILOILO INTERNATIONAL AIRPORT
(Bid No. 22-012-06 ALPHA)**

1. The Civil Aviation Authority of the Philippines (CAAP), through the CAAP APP CY 2022 intends to apply the sum of **THIRTEEN MILLION FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED TWENTY-SEVEN PESOS & 01/100** (PHP 13,470,127.01) being the ABC to payments under the contract for **EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT (Bid No. 22-012-06 ALPHA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Aviation Authority of the Philippines now invites bids for the above Procurement Project. Delivery of the Goods is required by **One Hundred Eighty (180) calendar days**. 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. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from Civil Aviation Authority of the Philippines and inspect the Bidding Documents at the address given below during working days at 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 07 June 2022 until the deadline of submission of bids from the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 28,000.00 (inclusive of 12% VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person.
6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference¹ on 2:00P.M. of 14 June 2022 at CAAP Conference Room, CAAP Compound, MIA Road Ninoy Aquino Avenue, 1300 Pasay City, Metro and/or through

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.

videoconferencing/webcasting via Jitsi/Zoom/Google Meet, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at CAAP-BAC Office, CAAP Compound, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila on or before 2:00P.M. of June 28, 2022. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on 2:00P.M. of June 28, 2022 at the given address below and/or via Jitsi/Zoom/Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Aviation Authority of the Philippines 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:

ENGR. LEANDRO R. VARQUEZ
Head, BAC Secretariat -Overall Head
Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Telephone number – (02) 944-2358
www.caap.gov.ph
12. Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

07 June 2022

CAPTAIN DONALDO A. MENDOZA
Chairperson, Bids and Awards Committee - Alpha

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Aviation Authority of the Philippines wishes to receive Bids for the **EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT (Bid No. 22-012-06 ALPHA)**.

The Procurement Project (referred to herein as “Project”) is composed of **One (1) Unit 600 KW Chiller**, 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 CAAP APP CY 2022 in the amount of **THIRTEEN MILLION FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED TWENTY-SEVEN PESOS & 01/100 (PHP 13,470,127.01)**.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the

Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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,

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply/Delivery and Installation of Chiller b. Completed within the last five (5) years, prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10 & 11	<p>Bidder shall submit all eligibility and technical documents as specified in Section VIII. Checklist of Technical and Financial Documents:</p> <p>I. TECHNICAL COMPONENT ENVELOPE</p> <p style="text-align: center;"><i>Class “A” Documents</i></p> <p><u>Legal Documents</u></p> <ul style="list-style-type: none"> (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). <p><u>Technical Documents</u></p> <ul style="list-style-type: none"> (e) 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 (f) 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 (g) 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 (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

- sales/parts, if applicable; **and**
- (i) 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.
 - (j) The Contractor shall include in the Technical Documents the brochures of the proposed Chiller and other accessories including all materials (with description and specifications) to be installed in the project. All Chiller and other accessories to be installed without prior approval of CAAP shall be at the risk of rejection.
 - (k) In case of a different brand and model of Chiller offered, the Contractor shall include in the Technical Documents at least one (1) Certification of a previous completed project wherein they installed a different brand and model of Chiller and was able to integrate with the existing chillers.
 - (l) **Certificate of Site Inspection** (*Annex "B" Form 1*) duly signed by **Airport Manager of Iloilo International Airport** or his duly authorized representative; **and**

This shall include all of the following documents as attachment to the Certificate of Site Inspection

1. Copy of company ID of the person who conducted the site inspection; **and**
2. Copy of the airport/facility visitor's logbook; **and**
3. Picture of the proposed site including the personnel who conducted the site inspection together with the Airport Manager/Officer in Charge or his duly authorized representative: **and**

Financial Documents

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

- (o) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or

	<p>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.</p> <p>II. FINANCIAL COMPONENT ENVELOPE</p> <p>(p) Original of duly signed and accomplished Financial Bid Form; and</p> <p>(q) Original of duly signed and accomplished Price Schedule(s).</p> <p><i>Other documentary requirements under RA No. 9184 (as applicable)</i></p> <p>(r) [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.</p> <p>(s) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
12	The price of the Goods shall be quoted DDP (Iloilo Airport) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than _____ [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</p> <p>b. The amount of not less than _____ [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</p>
14.2	The bid security in the form of surety bond shall be valid until 120 calendar days from the date of Opening of Bids and shall be callable on demand.
19.3	THIRTEEN MILLION FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED TWENTY-SEVEN PESOS & 01/100 (PHP 13,470,127.01) being the ABC to payments under the contract for EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT.
20.2	No further instruction.
21.1	See Terms of Reference, if applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[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:]</i></p> <p>Delivery and Documents –</p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> The delivery terms applicable to the Contract are DDP delivered at Various Airports (See Section VI. Schedule of Requirements). In accordance with INCOTERMS.</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> The delivery terms applicable to this Contract are delivered at Various Airports (See Section VI. Schedule of Requirements). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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

	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. 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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>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,</p>

	<p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p>
	<p>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</p>

	<p>for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	Partial payment is not allowed. Terms of payment shall be 100% after complete delivery of goods.
4	See Terms of Reference, if applicable

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	Unit	Delivered, Weeks/Months
	Emergency Replacement of One (1) Unit 600 KW Chiller at Iloilo International Airport	1	Unit	One Hundred Eighty (180) calendar days upon receipt of NTP
SPL	Mobilization/Demobilization	1	lot	
1.00	Dismantling Works	1	unit	
2.00	Supply and Installation of New Chiller	1	unit	

Section VII. Technical Specifications

Technical Specifications

ITEM	DESCRIPTION	STATEMENT OF COMPLIANCE
SPL-1	Mobilization/Demobilization	
1.00	Dismantling Works	
A	Materials Dismantling Works (Labor only)	
B	Labor Foreman Skilled Laborer Common Laborer	
C	Equipment 10 MT Mobile Crane	
2.00	Supply and Installation of New Chiller	
A	Materials Air Cooled Water Chiller, Screw Type complete with mechanical, electrical and control components and other accessories to complete the system (Includes Shipping, Delivery, Transportation, Custom Duties, Testing and Commissioning and Factory Acceptance Test for 2 CAAP representatives) Specifications Cooling Capacity : 600 KW / 170 TR Refrigerant : R407C Power Supply : 440-460 V, 3 Ph, 60 Hz Circuit Breaker Current Rating : 3 x 200 A Piping Connection : 6 x 80 mmØ BMS Connectivity : savic-net FX	
B	Labor Foreman Skilled Laborer Common Laborer	
C	Equipment 10 MT Mobile Crane	

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

TERMS OF REFERENCE

EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT

I. GENERAL CONDITIONS:

1. Administrative Requirements:

The Contractor shall comply with the following:

- 1.1 Visit and inspect the site to apprise oneself of the actual condition that will affect the implementation of the project to be done. The Contractor shall secure a Certificate of Site Inspection from **Iloilo International Airport**.
- 1.2 Comply with the security, safety, **Iloilo International Airport** house rules, and plans for maintaining continued job site cleanup.
- 1.3 Investigation and submission of report/s to **Iloilo International Airport** for any accident or untoward incident that may occur at the site for the duration of the project.
- 1.4 Assume all responsibility for injuries to persons and damages to **Iloilo International Airport** and other property caused by the execution of the works and shall be liable for any claims against **Iloilo International Airport** on account of such injury and/or damage.
- 1.5 Provide necessary protection to all property of **Iloilo International Airport** from theft that is due to the performance of his work.

2. Prohibitions:

- 2.1 Drinking of liquor, smoking and gambling in the building and the Contractor's storage area.
- 2.2 Cooking of any kind of food and eating in the project/work area.
- 2.3 Loitering in areas other than the project site.

3. Safety and Sanitation Requirements:

- 3.1 Workers engaged in the project shall wear appropriate personal protective equipment.
- 3.2 Employees of the Contractor shall wear uniform/T-shirts marked with the Contractor's company name and shall be with valid company I.D. while inside the **Iloilo International Airport** premises.
- 3.3 All areas disturbed by implementation of the project shall be thoroughly cleaned to the full satisfaction of the **Iloilo International Airport**.

4. Requirements for Storage of Equipment:

- 4.1 All equipment shall be stacked in a stable and self-supporting manner. All sharp objects shall be removed to avoid injury to workers and **Iloilo International Airport** personnel.
- 4.2 Passageways and all access ways shall be kept free from equipment and material obstructions at all times.
- 4.3 The dismantled one (1) unit chiller and other parts shall be properly stored in the designated area of **Iloilo International Airport**.

II. SCOPE OF WORK:

The Contractor shall provide all labor, materials, equipment, tools, technical supervision and expertise for Emergency Replacement of One (1) unit 600 KW Chiller at **Iloilo International Airport, Cabatuan, Iloilo**.

SPL-1 Mobilization/Demobilization

This work includes mobilization and demobilization of the contractor's personnel and equipment necessary for performing the work required under the contract.

- a. Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, establishment of offices, and other necessary facilities for the contractor's operations at the site.
- b. Demobilization shall include disassembly of offices and other facilities on the site, as well as the removal and hauling of debris and rubbish materials.

1. Dismantling Works

- 1.1 Recovery and disposal of R407C refrigerant from one (1) unit Screw Type Air-Cooled Water Chiller.
- 1.2 Disconnecting/un-bolting of existing inlet and outlet chilled water pipes of the existing Chiller, cladding, wirings, fittings and other accessories.
- 1.3 Dismantling and lifting of one (1) unit Screw Type Air-Cooled Water Chiller including all the components but not limited to the compressors, evaporator and condenser tubes and 3 pcs circuit breakers.
- 1.4 The Contractor shall demolish, if there is a need, any obstructions such as hangers and supports for the removal of one (1) unit Air-cooled Water Chiller and mounting of the new Chiller. All structural and architectural finishes damaged during the course of work shall be restored to its original condition.

2. Supply, Delivery, Installation, Testing and Commissioning of One (1) unit 600 KW Screw Type Air-Cooled Water Chiller and other Air-Conditioning System complete with all the mechanical, electrical and control components

- 2.1 Supply, delivery, installation, testing and commissioning of one (1) new unit 600 KW Screw Type Air-Cooled Water Chiller with all the accessories at Iloilo International Airport
- 2.2 Supply and Installation of 3 new pcs. 200 A circuit breakers
- 2.3 Reconnect/re-bolt the existing inlet and outlet chilled water pipes, fittings, cladding, wirings and other accessories into the one (1) new unit Chiller.
- 2.4 Charging of additional refrigerant (if needed)
- 2.5 The Contractor shall provide the additional pad if the existing concrete pad is not sufficient to conform the chiller manufacturer's requirement.

III. TECHNICAL SPECIFICATIONS

Cooling Capacity	:	600 KW / 170 TR
Refrigerant	:	R407C
Power Supply	:	440-460 V, 3 Ph, 60 Hz
Circuit Breaker Current Rating	:	3 x 200 Amp.
Piping Connection	:	6 x 80 mmØ
BMS Connectivity	:	savic-net FX

The Chiller shall also be capable and must have the following specifications:

1. The chillers can function as a part-loading cooling system.
2. Each compressor shall be electrically and mechanically isolated, so that if a compressor fails or needs to be serviced, it can be serviced or removed from the chiller without disabling the other compressors and allowing the chiller to remain in operation with the other compressor/s on-line.
3. The chiller shall have minimum outlet temperature of 44.6°F and inlet temperature of 54°F.
4. The chiller shall be Building Management System (BMS) ready and can communicate to savic-net FX which is the current BMS software of Iloilo International Airport.
5. The chiller shall be able to integrate with the existing chilled water system of the Iloilo International Airport.

IV. TERMS AND CONDITIONS

1. The Contractor shall include in the Technical Documents the brochures of the proposed Chiller and other accessories including all materials (with description and specifications) to be installed in the project. All Chiller and other accessories to be installed without prior approval of CAAP shall be at the risk of rejection.
2. In case of a different brand and model of Chiller offered, the Contractor shall include in the Technical Documents at least one (1) Certification of a previous completed project wherein they installed a different brand and model of Chiller and was able to integrate with the existing chillers.
3. The project shall be completed within one hundred eighty (180) calendar days.
4. All works must be done without disruption on the working condition of the working areas.
5. The Contractor shall conduct Factory Tests on the Chiller witnessed by two (2) CAAP authorized representatives prior to the shipment. All costs for VISA requirements (if needed), transportation, board and lodging of the two (2) CAAP authorized representatives shall be for the account of the contractor.
6. The contractor shall conduct a training / seminar at Iloilo International Airport on the operation and basic troubleshooting of the new Chiller for three (3) attendees/participants (Iloilo Airport Engineering personnel).

7. The Contractor shall operate the chiller for a period of six (6) months after commissioning.
8. The chiller warranty shall be for a period of one (1) year after the acceptance of the project. The warranty shall include the compressors, other parts and labor. The Contractor shall conduct monthly Preventive Maintenance of the chiller and must submit monthly PM reports to Iloilo International Airport during the warranty period.
9. Payment will be made as follows:
 - a. Full payment will be made after issuance by the CAAP of Certificate of Acceptance and submission of all documents.
 - b. All payments shall be subject to applicable taxes.
10. The execution of all works shall be subject to the inspection and acceptance by the CAAP authorized representatives.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

III. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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 (*Annex "A" Form 1*); **and**
- (f) 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 (*Annex "A" Form 2*);
and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission (*Annex "B" Form 1*);
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (*Annex "B" Form 2*); **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) (*Annex "B" Form 3*); **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.
- (j) The Contractor shall include in the Technical Documents the brochures of the proposed Chiller and other accessories including all materials (with description and specifications) to be installed in the project. All Chiller and other accessories to be installed without prior approval of CAAP shall be at the risk of rejection.

- (k) In case of a different brand and model of Chiller offered, the Contractor shall include in the Technical Documents at least one (1) Certification of a previous completed project wherein they installed a different brand and model of Chiller and was able to integrate with the existing chillers.
- (l) **Certificate of Site Inspection** (*Annex "B" Form 1*) duly signed by **Airport Manager of Iloilo International Airport** or his duly authorized representative; **and**

This shall include all of the following documents as attachment to the Certificate of Site Inspection:

- 1. Copy of company ID of the person who conducted the site inspection; **and**
- 2. Copy of the airport/facility visitor's logbook; **and**
- 3. Picture of the proposed site including the personnel who conducted the site inspection together with the Airport Manager/Officer in Charge or his duly authorized representative: **and**

Financial Documents

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

- (o) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*Annex "A" Form 3*);
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.

IV. FINANCIAL COMPONENT ENVELOPE

- (p) Original of duly signed and accomplished Financial Bid Form; **and**
- (q) Original of duly signed and accomplished Bill of Quantities, Bill of Materials, For Good Offered From Abroad & For Good Offered From Within the Philippines. (*Annex "C" Form 1, 2, 3 & 4*)

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

- (r) [*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.

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

Section IX. Bidding Forms

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{ATTACH COMPANY LETTERHEAD/LOGO}

Bid Form

Date: _____

Invitation to Bid³ N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period of 120 calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:⁴

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

(if none, state "None")

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

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 as per **ITB** Clause 10 & 11 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Other Bidding Forms

(Annex “A”)

Annex “A” Form 1Statement of all On-going Contracts
Annex “A” Form 2Statement of Single Largest Completed Contract
Annex “A” Form 3Joint Resolution Form for JVA

{ ATTACH COMPANY LETTERHEAD/LOGO }

Statement of single largest COMPLETED contract similar to the contract to be bid

Name of Project: _____
 Location of Project: _____

Name of Company : _____
 Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

Submitted by: _____
 (Print Name & Signature)

Designation: _____

Date: _____

JOINT RESOLUTION

Whereas, _____ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with office address at _____, represented herein by its _____, _____, and _____ (Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with main office address at _____, represented by herein by its _____, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:

(Name of Project / Contract)

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

1. To appoint _____ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:
2. That, the parties agreed to make _____(Name of Particular Lead Partner) _____ as the Lead Partner of the Joint Venture and (Name of Authorized Officer) _____ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. _____ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
3. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
4. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project to the agency of the government, which in this case, the (Name of Procurement Entity);

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this _____ day of _____, 20 ____ in _____.

Name of Bidder (Lead Partner)

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

Name of Bidder (Member Partner)

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

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

BEFORE ME, a Notary Public, for and in the City of _____, Philippines,
this _____ day of _____, 20____ personally appeared the following persons:

NAME	Community Cert. No.	Date / Place of Issue
-------------	----------------------------	------------------------------

Representing to be the _____ of
_____ and _____ of
_____ respectively, known to me and
to me known to be the same persons who executed the foregoing instrument for and in behalf
of said corporations and who acknowledge to me that same is their free and voluntary act
and deed as well as of the corporations which they represent, for the uses, purposes, and
considerations therein set forth and that they are duly authorized to sign the same.

This Instrument consists of **THREE (3)** pages including this page wherein this
Acknowledgement is written and signed by the parties and their instrumental witnesses on
each and every page thereon.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date hereinafter first
above written.

NOTARY PUBLIC

Doc. No. _____
Book No. _____
Page No. _____
Series of _____

Other Bidding Forms

(Annex "B")

Annex "B" Form 1	Certificate of Site Inspection
Annex "B" Form 2	Bid Securing Declaration
Annex "B" Form 3	Conformity with Technical Specification as stated in Section VII
Annex "B" Form 4	Omnibus Sworn Statement



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CERTIFICATE OF SITE INSPECTION

This is to CERTIFY that _____, employee of
_____, has conducted the required Site Inspection
for the bidding of the project “_____” at
_____.

Issued this _____, 2022

Airport Manager/Officer-in-Charge:

Signature over Printed Name

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference 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 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 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;
 - (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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

Technical Specifications

Item	Specification	Statement of Compliance

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

Omnibus Sworn Statement

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;

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

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

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

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

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Other Bidding Forms

(Annex “C”)

Annex “C” Form 1	Bill of Quantities
Annex “C” Form 2	Bill of Materials/Detailed Estimates
Annex “C” Form 3	Goods Offered From Abroad
Annex “C” Form 4	Goods Offered From Within Philippines

{ ATTACH COMPANY LETTERHEAD/LOGO }

BILL OF QUANTITIES

Project: EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER

Location: ILOILO INTERNATIONAL AIRPORT

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
I.	EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER AT ILOILO INTERNATIONAL AIRPORT				
SPL-1	Mobilization/Demobilization	1	lot		
	Pesos _____ Amount in Words _____ _____ and _____ _____ centavos				
1.00	Dismantling Works	1	unit		
	Pesos _____ Amount in Words _____ _____ and _____ _____ centavos				
2.00	Supply and Installation of New Chiller	1	unit		

	Pesos _____ Amount in Words _____ _____ and _____ _____ centavos				

TOTAL BID AMOUNT (Php) _____

TOTAL BID AMOUNT IN WORDS _____

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

BILL OF MATERIALS

Project: EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER
 Location: ILOILO INTERNATIONAL AIRPORT

NAME OF PROJECT :		EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER			QTY.	UNIT	
LOCATION :		CABATUAN, ILOILO			1.00	lot	
SUBJECT :		BILL OF MATERIALS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT (P)		
SPL-1 A	Mobilization/Demobilization Equipment	1.00	lot				
				Equipment Cost			
C	TOTAL EQUIPMENT COST						
D	TOTAL DIRECT COST						
INDIRECT COSTS							
1. OCM (0%of EDC)							
2. Contractor's Profit (0% of EDC)							
E. TOTAL OCM & PROFIT							
F. VALUE ADDED TAX, (VAT) 5.0% of (D + E)							
G. TOTAL ESTIMATED INDIRECT COST (E + F), P							
H. TOTAL ESTIMATED UNIT INDIRECT COST (G / Quantity), P/Unit							
TOTAL ESTIMATED COST (D + G), P							
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit							

NAME OF PROJECT :		EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER			
LOCATION :		CABATUAN, ILOILO			
SUBJECT :		BILL OF MATERIALS		QUANTITY	UNIT
				I	unit
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT (P)
1.00	Dismantling Works Dismantling Works (Labor only)				
B	Labor Foreman Skilled Laborer Common Laborer	QTY	DUR. (Day)	RATE/DAY	
			Labor Cost	
C	Equipment 10 MT Mobile Crane	QTY	DUR. (Day)	RATE/DAY	
			Equipment Cost	
	TOTAL LABOR COST				
	TOTAL EQUIPMENT COST				
D	TOTAL DIRECT COST				
1. OCM (0%-12% of EDC)					
2. Contractor's Profit (0%-8% of EDC)					
E. TOTAL OCM & PROFIT					
F. VALUE ADDED TAX, (VAT) 5.0% of (D + E)					
G. TOTAL ESTIMATED INDIRECT COST (E + F), P					
H. TOTAL ESTIMATED UNIT INDIRECT COST (G / Quantity), P/Unit					
TOTAL ESTIMATED COST (D + G), P					
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit					

NAME OF PROJECT :		EMERGENCY REPLACEMENT OF ONE (1) UNIT 600 KW CHILLER			
LOCATION :		CABATUAN, ILOILO			
SUBJECT :		BILL OF MATERIALS			
				QUANTITY	UNIT
				↑	unit
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT (P)
2.00	Supply and Installation of New Chiller				
A	Materials				
	Air Cooled Water Chiller, Screw Type complete with mechanical, electrical and control and other accessories to complete the system (Includes Shipping, Delivery, Transportation, Custom Duties, Testing and Commissioning and Factory Acceptance Test for 2 CAAP representatives)	1.00	unit		
	Specifications				
	Cooling Capacity :	600 KW / 170 TR			
	Refrigerant :	R407C			
	Power Supply :	440-460 V, 3 Ph, 60 Hz			
	Circuit Breaker Current Rating :	3 x 200 A			
	Piping Connection :	6 x 80 mmØ			
	BMS Connectivity :	savic-net FX			
			Material Cost	
B	Labor	QTY	DUR. (Day)	RATE/DAY	
	Foreman				
	Skilled Laborer				
	Common Laborer				
			Labor Cost	
C	Equipment	QTY	DUR. (Day)	RATE/DAY	
	10 MT Mobile Crane				
			Equipment Cost	
A	TOTAL MATERIAL COST				
B	TOTAL LABOR COST				
C	TOTAL EQUIPMENT COST				
D	TOTAL DIRECT COST				
INDIRECT COSTS					
1. OCM (0% - 12% of EDC)					
2. Contractor's Profit (0% - 8% of EDC)					
E. TOTAL OCM & PROFIT					
F. VALUE ADDED TAX, (VAT) 5.0% of (D + E)					
G. TOTAL ESTIMATED INDIRECT COST (E + F), P					
H. TOTAL ESTIMATED UNIT INDIRECT COST (G / Quantity), P/Unit					
TOTAL ESTIMATED COST (D + G), P					
TOTAL ESTIMATED UNIT COST (Total Estimated Cost / Quantity), P/Unit					

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid⁵ Number ____ . Page ____ of _____ .

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁵ If ADB, JICA and WB funded projects, use IFB.

{ ATTACH COMPANY LETTERHEAD/LOGO }

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid⁶ Number _ . Page . of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁶ If ADB, JICA and WB funded projects, use IFB.

Other Bidding Forms

(Annex “D”)

Annex “D” Form 1aAuthority of Signatory (Special Power of Attorney)
Annex “D” Form 1bAuthority of Signatory (Secretary's Certificate)

**AUTHORITY OF SIGNATORY
(SPECIAL POWER OF ATTORNEY)**

I, _____, President of _____ (Name of the Bidder), a corporation incorporated under the laws of the Republic of the Philippines with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ (Name of the Project) as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ date of _____, 20____ at _____.

Signed in the Presence of:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in _____ (City Address)_____, this _____ day of _____, 20____, personally appeared:

NAME	CTC NO.	ISSUED AT/ON
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the forgoing instrument consisting of _____ () pages, including the page whereon the acknowledgements is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20 _____
PRT No.: _____
Issued at: _____
Issued on: _____
TIN No: _____

Doc. No. _____

Page No. _____
Book No. _____
Series of _____

**AUTHORITY OF SIGNATORY
(SECRETARY'S CERTIFICATE)**

I, a duly elected and qualified Corporate Secretary of
(Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of
the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and
held on at which meeting a quorum was present and acting throughout, the following resolutions were
approve, and the same have been annulled, revoked and amended in any way whatever and are in full
force and effect on the date hereof:

RESOLVED, that(Name of Bidder)be, as it hereby is, authorized to participate in the bidding
of(Name of the Project)by the(Name of the Procuring Entity); and in that if awarded the project shall
enter into a contract with the(Name of the Procuring Entity)and in connection therewith hereby
appoints(Name of Representative), acting as duly authorized and designated representatives of(Name
of the Bidder), and granted full power and authority to do, execute and perform any and all acts
necessary and/or to represent(Name of the Bidder)in the bidding as fully and effectively as the(Name
of the Bidder)might do if personally present with full power of substitution and revocation and hereby
satisfying and confirming all that my said representative shall lawfully do or cause to be done by
virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

1. execute a waiver of jurisdiction whereby the(Name of the Bidder)hereby submits itself to the
jurisdiction of the Philippine government and hereby waives its right to question the
jurisdiction of the Philippine court;
2. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions
or prohibition or restraining order against the CAAP or any other agency in connection with
this Project to prevent and restrain the bidding procedures related thereto, the negotiating and
award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said_this.

-

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me thisday of, 20affiant exhibited to me his/her
Community Tax Certificate No. _____ issued on_____at, Philippines.

Notary Public

Until 31 December 20_____
PRT No.: _____
Issued at: _____
Issued on: _____
TIN No.: _____

Doc. No. _____
Page No.: _____
Book No.: _____
Series of _____

