



Republic of the Philippines  
**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

**BID BULLETIN NO. 1**

17 November 2022

**I. Attention is hereby invited to the Bidders of PERIODIC MAINTENANCE SERVICE FOR OSHKOSH FIRE TRUCKS (PMS E-40 A 2000 RUNNING HOURS) AT VARIOUS AIRPORTS (ENGINE MAINTENANCE) (RE-BID) – BID NO. 22-012-05**

**II. Please be informed of the following issues/clarifications:**

Section	Deletion	Amendment
Section II. Instructions to Bidders, Item 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, <del>{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}</del> 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 <b>BDS</b> . <del>{[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}</del>	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 <b>BDS</b> .
Section IV. General Conditions of Contract, Item 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	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

	<p>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.</p> <p><i><del>[Include the following clauses if Framework Agreement will be used:]</del></i></p> <p><del>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.</del></p> <p><del>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.</del></p>	<p>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.</p>
Section IV. General Conditions of Contract, Item 3 – Performance Security	<p>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. <i><del>[Include if Framework Agreement will be used:]</del></i> <del>In the case of 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.</del></p>	<p>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.</p>

Section IV. General Conditions of Contract, Item 4 – Inspection and Tests, Paragraph 1	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 <del>{{Include if Framework Agreement will be used:}} or Framework Agreement</del> specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the <b>SCC, Section IV (Technical Specifications)</b> 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.	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 <b>SCC, Section IV (Technical Specifications)</b> 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.
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*III.* Please be informed of the following additional requirements:

Section	Current Requirement	Amendment
Section III. Bid Data Sheet, ITB Clause 10 & 11 (i)  And  Section VIII. Checklist of Technical and Financial Documents, I. Technical Component Envelope, Technical Documents (i)	(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.	(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; and  This shall include all of the following documents as attachment to the Omnibus Sworn Statement: 1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribed under the 2016 Revised Implementing Rules and Regulations (R-IRR) of RA 9184; and

		<p>2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and</p> <p>3. Bid Bulletins (if applicable).</p>
ITB Clause 5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>“Supply of materials &amp; labor for the maintenance of Oshkosh Fire Truck Engines”.</p> <p>Should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC</p>	<p>For this purpose, contracts similar to the Project shall be:</p> <p>“Supply of materials &amp; labor for the maintenance of <b>Deutz Engines</b>”.</p> <p>Should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC</p>
Special Conditions of Contract - Clause 2.2	<p><i>Partial payment is not allowed. Terms of payment shall be 100% after complete delivery of goods.</i></p>	<p><i>Partial payment is not allowed. Terms of payment shall be 100% after <b>completion of Preventive Maintenance Service and submission of reports.</b></i></p>

Section	Additional requirement/s
ITB Clause 15	<p>Each and every page thereof shall be initialed and signed by the duly authorized representative/s of the Bidder, including signature pages.</p> <p>Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e. “page 3 of 100”. Page number of last page of the document (per envelope basis).</p> <p>Pagination should be sequential based on the entire span of the whole documents inside the envelope.</p> <p>Bids not complying with the above instructions shall be automatically disqualified.</p>



IV. Deadline of Submission and Opening of Bids will be moved from **22 November 2022 at 2:00pm to 06 December 2022 at 10:00am.**

For the information and guidance of all concerned.



**CAPTAIN EDGARDO G. DIAZ**

Chairperson, Bids and Awards Committee

