

PHILIPPINE BIDDING DOCUMENTS

QUARTERLY PREVENTIVE MAINTENANCE OF BUILDING MANAGEMENT SYSTEM (BMS) AND OTHER AUXILIARY DEVICES AT MANILA CNS/ATM FACILITY FOR ONE (1) YEAR

PROJECT IDENTIFICATION No. 23-009-04

Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$ 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 THE QUARTERLY PREVENTIVE MAINTENANCE OF BUILDING MANAGEMENT SYSTEM (BMS) AND OTHER AUXILIARY DEVICES AT MANILA CNS/ATM FACILITY FOR ONE (1) YEAR Bid No. 23-009-04

1. The Civil Aviation Authority of the Philippines (CAAP), through CAAP Corporate Operating Budget for FY2023 intends to apply the sum of

Lot No.	Project Identification No.	Sub-system Description	Approved Budget for the Contract (ABC)
1		Quarterly Preventive Maintenance of FM200 Fire Suppression System for One (1) Year	Php 1,219,824.00
2		Quarterly Preventive Maintenance of Fire Detection and Alarm System (FDAS) for One (1) Year	Php 496,172.00
3		Quarterly Preventive Maintenance of Closed-Circuit Television System (CCTV) for One (1) Year	Php 414,616.00
4		Quarterly Preventive Maintenance of Electronic Door Lock/Intrusion Detection System (EDL/IDS) for One (1) Year	Php 584,800.00
5		Quarterly Preventive Maintenance of Public Address (PA) System for One (1) Year	Php 385,900.00
6		Quarterly Preventive Maintenance of Building/Power Management System for One (1) Year	Php 1,745,776.00
		TOTAL	Php 4,847,088.00

being the ABC to payments under the contract for each lot/*item*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The CAAP now invites bids for the above Procurement Project. Delivery of the Services is required quarterly for a period of one (1) year. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a

- contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from **BAC Secretariat of CAAP**, **MIA Road**, **Pasay City** and inspect the Bidding Documents at the address given below during **8:00 am to 5:00 pm**, from Monday to Friday except declared holidays, weekends and suspension of work.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 28 April 2023 until deadline of submission of bid from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the total amount of Php 5,600.00 (inclusive of 12% VAT) for all the lots or as indicated in the table below for each lot. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email.

Lot No.	Approved Budget for the Contract	Cost of Bidding Documents
1	Php 1,219,824.00	Php 1,250.00
2	Php 496,172.00	Php 500.00
3	Php 414,616.00	Php 500.00
4	Php 584,800.00	Php 1,000.00
5	Php 385,900.00	Php 500.00
6	Php 1,745,776.00	Php 1,250.00

6. The CAAP will hold a Pre-Bid Conference on *09 May 2023* @ *10:00 AM* through video conferencing or webcasting Google Meet Application, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for the Google Meet link.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 23 May 2023 @ 10:00 AM. 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 23 May 2023 @ 10:00 AM at the given address below and/or via online conference thru Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The CAAP 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:

MR. GARY M. JADIE

Head, BAC Secretariat
Civil Aviation Authority of the Philippines
MIA Road, Pasay City, Metro Manila 1300
Tel. No. (02) 7944-2358

Website: www.bac@caap.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: https://www.philgeps.gov.ph
https://www.caap.gov.ph

CAPTAIN EDGARDO G. DIAZ

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CAAP wishes to receive Bids for the Quarterly Preventive Maintenance of Building Management (BMS) and Other Auxiliary Devices at Manila CNS/ATM Facility for One (1) Year, with identification number Bid No. 23-009-04.

The Procurement Project (referred to herein as "Project") is composed of **six** (6) **lots**, 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 FY 2023 in the amount of **Php 4,847,088.00**.
- 2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five** (5) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty** (120) calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause						
5.3	For this	For this purpose, contracts similar to the Project shall be:				
		a. Preventive Maintenance (PM) Servicing of Building Management System				
		b. completed within five (5) years prior to the deadline for the submission and receipt of bids.				
7.1	No furt	her instru	ctions.			
12	_	The price of the Goods shall be quoted DDP CAAP, MIA Road, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or following forms and amounts: a. The amount of not less than two percent (2%) of the ABC of if bid security is in cash, cashier's/manager's check, bank draft/or irrevocable letter of credit; or 					
	Lot Approved Budget for the No. Contract Bid Security (2% of ABC)					
	1 Php 1,219,824.00 Php 24,396.48					
	2 Php 496,172.00 Php 9,923.44					
	3 Php 414,616.00 Php 8,292.32					
4 Php 584,800.00 Php 11,696.0						
	Php 7,718.00					
		6	Php 1,745,776.00	Php 34,915.52		

b. The amount of not less than **five percent (5%) of the ABC of each lot** if bid security is in Surety Bond.

Lot No.	Approved Budget for the Contract	Bid Security (5% of ABC)
1	Php 1,219,824.00	Php 60,991.20
2	Php 496,172.00	Php 24,808.60
3	Php 414,616.00	Php 20,730.80
4	Php 584,800.00	Php 29,240.00
5	Php 385,900.00	Php 19,295.00
6	Php 1,745,776.00	Php 87,288.80

1. Each page thereof shall be initialed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents shall be properly marked with **index tabs** (ear tabs) and must be sequentially paginated in accurate order in the form i.e., "page 3 of 100".

Pagination shall be sequential all throughout the documents inside the envelope.

Bids not complying with the above instructions shall be automatically disqualified.

- 2. Each bidder shall submit one copy of the first and second components of its
- 3. Certificate of Site Inspection duly signed by the ANS Facility-In-Charge, Manila CNS/ATM Facility, or his authorized representative.
- 4. Per CAAP Memorandum dated 17 September 2018 re: Disqualification of Prospective Bidders with Pending Case against the Government in the procurement activities of the CAAP, all prospective bidders shall be required to submit the ff:
 - 4.a. A Certification under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the Revised Implementing Rules and Regulations (Revised IRR) of RA 9184; and:

19.3			
	Lot No.	Lot Description	Approved Budget for the Contract (ABC)
	1	Quarterly Preventive Maintenance of FM200 Fire Suppression System for One (1) Year	Php 1,219,824.00
	2	Quarterly Preventive Maintenance of Fire Detection and Alarm System (FDAS) for One (1) Year	Php 496,172.00
	3	Quarterly Preventive Maintenance of Closed-Circuit Television System (CCTV) for One (1) Year	Php 414,616.00
	4	Quarterly Preventive Maintenance of Electronic Door Lock/Intrusion Detection System (EDL/IDS) for One (1) Year	Php 584,800.00
	5	Quarterly Preventive Maintenance of Public Address (PA) System for One (1) Year	Php 385,900.00
	6	Quarterly Preventive Maintenance of Building/Power Management System for One (1) Year	Php 1,745,776.00
		TOTAL	Php 4,847,088.00
20	No furthe	er instructions.	

Section IV.	General (Condition	ns of Cor	ıtract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	 Quarterly preventive maintenance check-up and cleaning (if necessary) of all auxiliary devices for one year period. (See the attached lists of all devices for each category.) 24/7 Online support for one year period. Emergency response within 24 hours during emergency trouble that requires immediate actions. Include minor replacement/ adjustment of spare parts. (Note: spare parts will be supplied by CAAP) Include troubleshooting and minor repair job. Filing of service reports and recommended actions. Exclusions:
	 Supply of Spare Parts. Major Corrective Maintenance Works. Upgrades and additional installations.
	Delivery of Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Engr. Gilmar D. Tiro, ANS Facility-In-Charge, Manila CNS/ATM Facility.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of preventive maintenance activities;
	b. furnishing of tools and test instruments required for the maintenance of the equipment and devices;
	c. provide a method of procedure and conduct a briefing with ANS personnel of Manila CNS/ATM Facility before the start of the preventive maintenance activity.

The Contract price for the Services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: Quarterly billing after the completion of the preventive maintenance services.
4	No further instructions.

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 (pcs.)	Total (pcs.)	Delivered, Weeks/Months
Lot 1 - Qua Yea	arterly Preventive Maintenance of F r	FM200 Fire	Suppression	System for One (1)
1	Fire Suppression Control Panel (Fike FSCP SHP Pro P/N 10-063)	8	8	Quarterly; with the First Preventive Maintenance Servicing
2	Impulse Release Module	13	13	completed within Ninety (90) Calendar Days
3	Ceiling/Raised Floor Smoke Sensors (Fike photoelectric detector P/N 63-1024)	96	96	after receipt of Notice to Proceed
4	Alarm Bell (Fike P/N 20-125)	21	21	
5	Horn/Strobe (Fike P/N 20-110)	18	18	
6	Abort Switch (Fike P/N 10-1639)	8	8	
7	Manual Release Button (Fike P/N 10-1638)	8	8	
8	Manual Release for Ventilation Piston Fire Damper	8	8	
9	Oxygen Tank for exhaust ventilation and Aircon supply (15 lbs. capacity)	16	16	
10	FM-200 Cylinder Tank, 60 lbs. capacity	1	1	

11	FM-200 Cylinder Tank, 100 lbs. capacity	3	3	
12	FM-200 Cylinder Tank, 375 lbs. capacity	1	1	
13	FM-200 Cylinder Tank, 650 lbs. capacity	1	1	
14	FM-200 Cylinder Tank, 1000 lbs. capacity	5	5	
15	Discharge Nozzle, Fike P/N 80-052-xxxx	2	2	
16	Discharge Nozzle, Fike P/N 80-053-xxxx	4	4	
17	Discharge Nozzle, Fike P/N 80-054-xxxx	11	11	
18	Discharge Nozzle, Fike P/N 80-055-xxxx	1	1	
19	Discharge Nozzle, Fike P/N 80-056-xxxx	5	5	
20	Discharge Nozzle, Fike P/N 80-057-xxxx	36	36	
21	Discharge Nozzle, Fike P/N 80-058-xxxx	3	3	
Lot 2 - Quarterly Preventive Maintenance of Fire Detection and Alarm System (FDAS) for One (1) Year				
22	FDAS Control Panel (Simplex Model 4010)	1	1	Quarterly; with the First Preventive

23	Smoke Detector (Simplex Model 4098-9714)	110	110	Maintenance Servicing completed within
24	Heat Detector (Simplex Model 4098-9733)	25	25	Ninety (90) Calendar Days after receipt of Notice to Proceed
25	Manual Pull Station (Simplex Model 4099-9001)	18	18	
26	Strobe with Siren (Simplex Model 4906-9127)	18	18	
27	Addressable Relay Module (Simplex Model 4090-9002)	38	38	
28	Addressable Monitoring Module (Simplex Model 4090-9001)	38	38	
	rterly Preventive Maintenance of Cl (1) Year	losed-Circui	t Television	System (CCTV) for
29	IP Dome Camera (Samsung Model SND-6084)	4	4	Quarterly; with the First Preventive Maintenance
30	IP Dome Camera with IR (Samsung Model SNV-6084R)	2	2	Servicing completed within Ninety (90) Calendar Days
31	IP PTZ Dome Camera (Samsung Model SNP-6320H)	4	4	after receipt of Notice to Proceed
32	IP Bullet-type Camera with IR (Samsung Model SN0-6084R)	4	4	
33	IP Fisheye Camera (Samsung Model SNF-1080VM)	12	12	
34	PTZ Controller Joystick (Samsung Model SPC-2000)	1	1	

35	Network Video Recorder (Samsung Model SRN-4000)	1	1	
36	Work Station (HP Pavilion 550-033D) with 22" IPS Monitor	2	2	
37	12 Ports Fiber Optic Patch Panel	9	9	
38	8 Ports PoE switch (HP network switches, 5.6Gb/s, Max. 76.7 W, PoE 67 W)	1	1	
39	24 Ports PoE switch (HP network switches, 12.8Gb/s, Max. 237 W, PoE 195 W)	6	6	
40	24 Ports Core Switch (HP NW Sw & Transc Model 5130-24G-4SFP+EI switch-JG932A)	1	1	
41	24 Ports CAT.5e Patch Panel	7	7	
42	Extension Monitor (40" Sony TV)	2	2	
43	Step Down Power Transformer with enclosure box	8	8	
44	Power Supply 12V	8	8	
_	uarterly Preventive Maintenance of ystem (EDL/IDS) for One (1) Year	Electronic	Door Lock	/Intrusion Detection
45	ITDC Package 4 EDL/IDS Controller Board (IDTeck Model ITDC-SR P4)	7	7	Quarterly; with the First Preventive Maintenance Servicing
46	EDL/IDS Server (HP Pavilion 500-334D) with 22" Monitor	1	1	completed within Ninety (90) Calendar Days

47	Card Reader (IDTeck Model SR30)	22	22	after receipt of Notice to Proceed
48	Finger Print Reader (IDTeck Model LX006SR)	1	1	
49	Electromagnetic Lock (IDTeck Model IEM280)	4	4	
50	Electromagnetic Lock (IDTeck Model IEB300)	6	6	
51	Door Contact (IDTeck Model 1078C-N)	39	39	
52	Handle Controlled Lock Device	12	12	
53	Emergency Door Released with Breakable Glass	10	10	
54	Manual Push Button for Door Exit	11	11	
55	Overhead Contact Device for Roll-up Door	4	4	
56	Passive Infra-Red Motion Sensor (IDTeck Model EV669)	26	26	
Lot 5 - Qua	rterly Preventive Maintenance of Pu	ıblic Addres	s (PA) Syste	em for One (1) Year
57	System Management Amplifier (TOA Model VM2240H)	2	2	Quarterly; with the First Preventive Maintenance
58	Power Amplifier (TOA Model VP-1241)	2	2	Servicing completed within Ninety (90) Calendar Days
59	Power Amplifier (TOA Model VP-1121)	1	1	after receipt of Notice to Proceed

60	Program Timer (TOA Model TT104BH)	1	1	
61	CD/DVD Player (Philips Model DVP3690K)	1	1	
62	Ceiling Speaker (TOA Model PC-658R)	120	120	
63	Wall Mount Speaker (TOA Model BS-680FC)	14	14	
64	Attenuator Volume Controller (TOA Model AT-303P)	18	18	
65	Attenuator Volume Controller (TOA Model AT-063P)	18	18	
66	Microphone (TOA Model RM-200)	1	1	
Lot 6 - Qua (1) Year	arterly Preventive Maintenance of B	uilding/Pow	er Managen	nent System for One
67	Work Station	2	2	Quarterly; with the First Preventive
68	Programmable Logic Controller Cabinet	15	15	Maintenance Servicing completed within Ninety (90) Calendar Days after receipt of Notice to Proceed
69	Programmable Logic Controller (Omron CJ1W-CPU11)	15	15	
70	Human Machine Interface (Omron NB5Q-TW00B)	14	14	
71	Variable Frequency Drive (Omron 3G3JX-A4015)	2	2	
72	Variable Frequency Drive (Omron 3G3MX-A4022-V1)	2	2	

73	Variable Frequency Drive (Danfoss VLT HVAC Basic Drive FC101)	3	3	
74	Duct Smoke Sensor (System Sensor InnovairFlex D4240)	4	4	
75	Differential Pressure Switch (Azbil PY-604-921)	4	4	
76	Chilled Water Pressure Transmitter (Tecsis 3297)	6	6	
77	Chilled Water Temperature Transmitter (iSignalTrans IST-H)	8	8	
78	Duct Pressure Transmitter (Azbil PY8000D120xx)	4	4	
79	Duct Temperature Transmitter (Azbil TY7803D0400)	4	4	
80	Damper Actuator (Siemens GLB 161.1)	4	4	
81	Room Temperature Transmitter (Azbil TY 7043D0400)	31	31	
82	Room Humidity Transmitter (Azbil HT 7043D4400)	6	6	
83	Power Meter (Crompton Integra 1630)	6	6	
	xxx nothing follows xxx			

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General

Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Scope of Works:	
	Quarterly preventive maintenance check-up and cleaning (if necessary) of all auxiliary devices for one year period. (See the schedule of requirements for the list of all devices for each category.)	

24/7 Online support for one year period.	
Emergency response within 24 hours during emergency trouble that requires immediate actions.	
Include minor replacement/ adjustment of spare parts. (Note: spare parts will be supplied by CAAP)	
Include Troubleshooting and minor repair job.	
Filing of service reports and recommended actions.	
Exclusions:	
Supply of Spare Parts.	
Major Corrective Maintenance Works.	
Upgrades and additional installations.	
Contract Duration: One (1) Year	
Preventive Maintenance Schedule:	
Quarterly; with the First Preventive Maintenance Servicing completed within Ninety (90) Calendar Days after receipt of Notice to Proceed	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents \Box (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR: **Technical Documents** Statement of the prospective bidder of all its ongoing government and private П (b) 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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a \Box (d) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and □ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and \Box (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; and Legal Clearance to be issued by the CAAP Enforcement and Legal Service \square (g)

with respect to the non-pendency of any cases of prospective bidders against

		the Authority; and
	(h)	Certification under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the Revised Implementing Rules and Regulations (Revised IRR) of RA 9184; <u>and</u>
	(i)	Copy of Bid bulletin/s, if applicable; and
	(j)	Certificate of Site Inspection duly signed by the ANS Facility-In-Charge, Manila CNS/ATM Facility, or his authorized representative.
<u>Fir</u>	iancial	<u>Documents</u>
	(k)	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
	(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.
FIN	IANC	IAL COMPONENT ENVELOPE
	(m)	Original of duly signed and accomplished Financial Bid Form; and
	(n)	Original of duly signed and accomplished Price Schedule(s).
<u>Otl</u>	her doo	cumentary requirements under RA No. 9184 (as applicable)
	(0)	[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)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II.

