

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **PROCUREMENT FOR THE LEASE OF AIRCRAFT FOR CAAP-FICG FLIGHT OPERATION MISSION NATIONWIDE**

Government of the Republic of the Philippines

**Bid No. 22-004-02 BRAVO**

**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.

**CAAP-FICG** – Civil Aviation Authority of the Philippines – Flight Inspection & Calibration Group.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects,

irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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



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

**INVITATION TO BID FOR**  
***The LEASE OF AIRCRAFT FOR***  
***CAAP-FICG FLIGHT OPERATIONS MISSION NATIONWIDE***

1. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, through the CAAP Corporate Operating Budget of Fiscal Year 2022 intends to apply the sum of One Hundred Twenty-Seven Million Fifty Thousand Pesos (P127,050,000.00) being the ABC to payments under the contract for ***The Lease of Aircraft for CAAP-FICG Flight Operations Mission Nationwide /Bid No. 22-004-02 BRAVO***. 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 is required for the conduct of flight inspection, calibration, and validation of CNS-ATM systems and facilities nationwide; and the aerial inspection of Philippine aerodromes. Bidders should have completed, within the last ten (10) years from the date of submission and receipt of bids, at least two (2) contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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.
3. 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 the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** and inspect the Bidding Documents at the address given below during *office hours, 8:00 AM to 5:00 PM, Mondays thru Fridays, except on official holidays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on February 18, 2022 until the deadline of submission of bids from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 56,000 (inclusive of 12% VAT). The Procuring Entity shall allow the bidder to present its proof of payment for the fees

6. The *CIVIL AVIATION AUTHORITY OF THE PHILIPPINES* will hold a Pre-Bid Conference<sup>1</sup> on *10:00AM of February 28, 2022* through video conferencing or webcasting via *Google Meet* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before *10:00AM of March 14, 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 *10:00AM of March 14, 2022* at the given address below and/or via *Google Meet Video Conferencing*. 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 contact:

**DR. ROLLY T. BAYABAN**  
*Overall Head, BAC Secretariat*  
Civil Aviation Authority of the Philippines  
MIA Road, Pasay City, Metro Manila, Philippines  
*caap.bacbravo@gmail.com*

12. You may visit the following websites:

For downloading of Bidding Documents: *www.philgeps.gov.ph* or [www.caap.gov.ph](http://www.caap.gov.ph)

*February 18, 2022*

**CAPTAIN DONALDO A. MENDOZA**  
*BAC-Bravo Chairman*

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, **CIVIL AVIATION AUTHORITY of the PHILIPPINES**, wishes to receive Bids for the *Project LEASE OF AIRCRAFT FOR CAAP-FICG FLIGHT OPERATION MISSION NATIONWIDE*, with identification number **Bid No. 22-004-02 BRAVO** herein as “Project”) is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The CAAP, through the source of funding indicated below for FY 2022 intends to apply the amount of One Hundred Twenty-Seven Million and Fifty Thousand Pesos (P127,050,000.00) for the Project.

2.2. The source of funding is the CAAP Corporate Operating Budget for FY 2022.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

a. *For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to **monopoly** that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:*

- b. The Bidder shall have completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the ABC for this Project, the value of which adjusted to current prices using the PSA's CPI; and,
- c. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 28 February 2022 at 10:00AM via Google Meet Video Conference 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 *the last ten (10) 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.

## **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 Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 120 calendar days from the opening of bids. 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

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<sup>2</sup> 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.



must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **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 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**

- 20.1. 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***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>The Bidder shall have completed at least two (2) similar contracts, the aggregate amount of which shall be equivalent to at least twenty-five percent (25%) of the ABC for this Project, the value of which adjusted to current prices using the PSA's CPI; and,</p> <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> <li>a. For the Lease of Aircraft to a government entity;</li> <li>b. The contract must have been completed within the ten (10) year period prior to the deadline of submission and receipt of bids.</li> </ul>
10.1	<p>The bidder shall submit all eligibility and technical documents as specified in Section VIII. Checklist of Technical and Financial Documents:</p> <p>Class "A" Documents</p> <p>Legal Documents:</p> <ul style="list-style-type: none"> <li>a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or</li> <li>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</li> <li>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</li> <li>d. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and</li> </ul> <p>In connection to GPPB Circular 07-2017 dated 31 July 2017, the bidder shall have the following options:</p> <ul style="list-style-type: none"> <li>1. Submit the Certificate of PhilGEPS Registration and Platinum Membership including its Annex "A" in lieu of the uploaded Class "A" Eligibility Documents identified in Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act 9184 (Revised IRR of RA 9184), provided that all Class "A" Eligibility Documents listed under the aforesaid Annex "A" are all uploaded and maintained current and updated in the PhilGEPS Registry.</li> </ul>

2. Submit a combination of the PhilGEPS Registration and Platinum Membership including its Annex “A” and Class “A” Eligibility Documents identified in Section 8.5.2 of the Revised IRR of RA 9184.

In the event that aforesaid Class “A” Eligibility Document(s) listed in the Annex “A” of the PhilGEPS Registration and Platinum Membership is/are reflected to be outdated, the bidder shall submit such current and updated Class “A” Eligibility Document(s).

3. Submit all the Class “A” Eligibility Documents only, provided that the PhilGEPS Registration and Platinum Membership shall be submitted as a Post-Qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.

#### 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. *The statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid must have contracts completed within ten (10) years prior to the deadline for the submission and receipt of bids.*

**The bidder’s SLCC must be a Single Completed Contract equivalent to at least Fifty Percent (50%) of the ABC or Two (2) Completed Contracts with the aggregate amount equivalent to at least twenty five Percent (25%) of the ABC. (CAAP-BAC-SF Annex “A” Form 2)**

g. Air Operator’s Certificate issued by the Civil Aviation Authority of the Philippines

h. 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 (Annex “B” Form 2);and

i. Project Requirements, which shall include the following:

1. Conformity with Technical Specifications;
2. Delivery Schedule;
3. List of Bidder’s major equipment (i.e., aircraft and flight inspection system; owned, leased or under purchase agreement) supported by proof of ownership and availability of equipment for the duration of the project;

j. Original duly signed Omnibus Sworn Statement (OSS) (Annex “B” Form 7); 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

	<p>authority to its officer to sign the OSS and do acts to represent the Bidder. The following documents shall be attached to the Omnibus Sworn Statement:</p> <ol style="list-style-type: none"> <li>1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184; and</li> <li>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</li> <li>3. Bid Bulletins (if applicable); and</li> </ol> <p>Financial Documents</p> <ol style="list-style-type: none"> <li>k. The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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</li> <li>l. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).</li> </ol> <p>Class "B" Documents</p> <ol style="list-style-type: none"> <li>m. If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</li> </ol> <p>Applicable CAAP BAC Standard Forms included in this PBD shall be complied in accordance with the prescribed forms under Section IX Bidding Forms.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
11.1	<p>The second bid envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents.</p> <p>This shall include the complete accomplishment of all of the following documents as stated and required under Section VIII of this PBD and shall form part of the bidder's financial documents:</p> <ol style="list-style-type: none"> <li>a. Original of duly signed and accomplished Financial Bid Form; and</li> <li>b. Original of duly signed and accomplished Price Schedule.</li> </ol>

	<p>Modifications and/or alterations on the stated requirements in the financial document forms shall not be allowed.</p> <p>Applicable CAAP BAC Standard Forms included in this PBD shall be complied in accordance with the prescribed forms under Section IX Bidding Forms.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
11.3	Bids exceeding the ABC of the project shall be disqualified.
12	The price of the Service and Goods shall be quoted DDP Philippines 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> <ol style="list-style-type: none"> <li>The amount of not less than <i>Two Million Five Hundred Forty-One Thousand Pesos (P2,541,000.00) [2% of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>The amount of not less than <i>Six Million Three Hundred Fifty-Two Thousand Five Hundred Pesos (P6,352,500.00) [5% of ABC]</i>, if bid security is in Surety Bond.</li> </ol>
16	<p>1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder.</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> <p>2. Each Bidder shall submit one copy of the first and second components of its bid.</p>
19.1	<p><i>The Bidder must render its statement of Compliance/Conformity with Bidding Documents as enumerated and specified in Section VII. Technical Specifications (CAAP-BAC-SF Annex "B" Form 2).</i></p> <p>Bids not complying with the above instruction shall be disqualified.</p>

19.2	Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.5	<i>NFCC Computation or a committed Line of Credit from a universal or commercial bank. (CAAP-BAC-SF Annex “C” Form 4)</i>
20.2	<p>The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submit its</p> <ul style="list-style-type: none"> <li>a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS);</li> <li>b) Business licenses and permits required by law (Registration Certificate, Mayor’s Permit, Tax Clearance &amp; PCAB License);</li> <li>c) Latest Audited Financial Statements; and</li> <li>d) Key personnel licenses</li> </ul> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p>
20.2	<p>Valid Air Operator Certificate (AOC) approved by the CAAP in accordance with applicable Philippine Civil Aviation Regulations (PCAR)</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
21.2	The CAAP-approved Technical Specifications (Terms of Reference) for the Lease of Aircraft for CAAP-FICG Flight Operations Mission Nationwide shall be an integral and inseparable part of the contract.
	<p><i>The TWG shall verify the capability and availability of the Flight Inspection System (FIS) and all its associated equipment within the post qualification period.</i></p> <p><i>The Bidder shall ensure in all its documents, agreements or contract for the acquisition of an FIS that the equipment shall be available for use by the CAAP fifteen (15) days after the issuance of a Notice to Proceed. Otherwise, the Lease Contract shall be cancelled and the Performance Security shall be forfeited in favor of the CAAP.</i></p>
	<i>The TWG shall verify the capability and availability of the Flight Inspection Aircraft and all its navigational equipment within the post qualification period.</i>



	<p><i>The two (2) primary and all substitute aircraft must be identified in the Bid.</i></p> <p><i>The Bidder shall ensure in all its ownership documents, agreements or contracts, certificates of registration and airworthiness certificates, that all aircraft shall be available for use by the CAAP fifteen (15) days after the issuance of a Notice to Proceed. Otherwise, the Lease Contract shall be cancelled and the Performance Security shall be forfeited in favor of the CAAP.</i></p>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **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**

- 6.1. 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.
- 6.2. 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	<p><b>Delivery and Documents –</b></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.</p> <p>The delivery terms applicable to the Contract are DDP delivered in the Philippines. In accordance with INCOTERMS.”</p> <p><b>The Contract shall be valid for a period of one (1) year from the issuance of issue of the Notice to Proceed.</b></p> <p>Delivery shall be made by the Service Provider in accordance with the Annual Flight Inspection Schedule in the Technical Specifications (as adjusted with the date of issuance of the NTP), and to be confirmed through: (1) a monthly schedule approved by the CAAP, and (2) a weekly coordination memorandum containing the flight route plan, which shall be timely submitted by the CAAP-FICG to the Service Provider.</p> <p>Due to the impact on public safety that is involved in this project, the Service Provider must accommodate the first flight inspection mission within fifteen (15) days from receipt of the Notice to Proceed. No deferment or extension of time to comply shall be allowed. The CAAP reserves the right to cancel the contract due to any delay in the delivery of services.</p> <p>The minimum major equipment requirements are the following:</p> <ol style="list-style-type: none"> <li>1. One (1) Jet Aircraft</li> <li>2. Flight inspection system</li> <li>3. One (1) Pressurized Turboprop Aircraft</li> </ol> <p>The two (2) primary and all substitute aircraft, shall be identified and its utilization and cost shall be specified in the Contract.</p> <p>The Service Provider shall ensure in all its documents, agreements or contract for the acquisition of a Flight Inspection System (FIS) that the equipment shall be available for use by the CAAP fifteen (15) days after the issuance of a Notice to Proceed. Otherwise, the Lease Contract shall be cancelled and the Performance Security shall be forfeited in favor of the CAAP.</p> <p>The Service Provider shall ensure in all its ownership documents, agreements or contracts, certificates of registration and airworthiness certificates, that all aircraft shall be available for use by the CAAP fifteen days after the issuance of a Notice to Proceed. Otherwise, the Lease Contract shall be cancelled and the Performance Security shall be forfeited in favor of the CAAP.</p>

	<p><b>Incidental Services –</b></p> <p>The Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. All logistical requirements involved in flight/ aircraft operations, such as, but not limited to: aircraft maintenance and airworthiness release; flight planning, dispatch and flight following; petroleum, oil, and lubricants (POLs); aircraft ground handling, hangarage and parking; entry/exit and overflight permits; and customs, immigration and quarantine (CIQ) coordination;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Equipment or Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each unit of the supplied Equipment or Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Equipment or Goods, provided that this shall not affect the CAAP's flight inspection schedule, and shall not relieve the Service Provider of any warranty obligations under this Contract;</li> <li>e. trainings of the Procuring Entity's personnel in the operation and maintenance of the supplied Equipment or Goods, as required by Philippine CARs and the Technical Specifications for this project, in an appropriately approved facility, the manufacturer's plant, or the Service Provider's equipment/on-site, as applicable;</li> <li>f. periodic update and calibration of the FIS, all navigational equipment and FMS database;</li> </ul> <p>The Contract price shall include all the costs incurred by the Service Provider for incidental services.</p> <p>Incidental services shall be delivered as specified in Section VI (Schedule of Requirements).</p>
	<p><b>Spare Parts –</b></p> <p>The Service Provider is required to provide all materials and spare parts for the maintenance, upkeep and update of the Equipment or Goods and the cost thereof are included in the contract price.</p>
2.2	<p>The terms of payment shall be as provided in the CAAP-approved Technical Specifications (Terms of Reference) for the Lease of Aircraft for CAAP-FICG Flight Operations Mission Nationwide.</p> <p>The lease cost in terms of hourly rate for each type of aircraft, as indicated in the bid price, shall be incorporated in the contract. This shall be the basis of the computation of payment for actual flight time used by the CAAP-FICG.</p>

	The provision on retention money may be waived by the CAAP where all deliveries have been satisfactorily complied with.
4	<p>Equipment inspections and tests on the FIS and the FMS shall be conducted before each flight inspection mission. The aircraft shall be prepositioned at the CAAP Hangar for such purpose.</p> <p>Aircraft pre-flight inspections shall be conducted in accordance with PCAR and aircraft manufacturer specifications.</p> <p>If a discrepancy affecting any flight inspection mission is found, the Service Provider shall have a maximum of two (2) days to resolve any issues or provide a replacement aircraft, without incurring any delay.</p>
6	<p>In case of delay in the provision of the aircraft and FIS, Section 68 of the RA 9184 IRR shall be applied, where the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed flight mission for every day of delay in the provision of aircraft.</p> <p>If the delay reaches forty-five (45) days, the CAAP may rescind the contract and impose appropriate sanctions on the Service Provider, over and above the liquidated damages due to be paid.</p>



## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/Months</b>
1	Jet Aircraft with On-Board Flight Inspection System	1 Lot	15 Days After Issuance of NTP
2	Pressurized Turboprop Aircraft	1 Lot	15 Days After Issuance of NTP
3	Type-Rating Jet Aircraft Training	2 Lots	30 Days After Issuance of NTP
4	Type-Rating Turboprop Aircraft Training	2 Lots	30 Days After Issuance of NTP
5	Flight Inspection System Training	2 lots	30 Days After Issuance of NTP
6	Quarterly FIS Calibration	4 Lots	Every After 90 Days
7	FMS Update	4 Lots	Every After 90 Days

## ***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



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

## ***TECHNICAL SPECIFICATIONS*** ***(Terms of Reference)***

for the

Lease of Aircraft for  
CAAP-FICG Flight Operation Mission Nationwide  
Calendar Year 2022

*Prepared by the:*

***Flight Inspection and Calibration Group***  
***Civil Aviation Authority of the Philippines***

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## 1. TITLE & PURPOSE.

This document shall be known as the “**TECHNICAL SPECIFICATIONS (Terms of Reference)**” for the **Lease of Aircraft for CAAP-FICG Flight Operation Mission Nationwide – Calendar Year 2022**. It details the CAAP’s purpose for the Lease, the scope of the work, the specific requirements for the flight inspection aircraft operations and the essential capability of the flight inspection system equipment itself. This document shall be an integral and permanent part of the contract of lease.

## 2. INTRODUCTION.

The Civil Aviation Authority of the Philippines (CAAP) has the obligation to ensure the safety of civil aviation through *airborne inspection and calibration of Communication, Navigation and Surveillance (CNS) systems and facilities*; the *validation, and certification* of associated *Air Traffic Management (ATM) systems and services*; and the regular evaluation of **airspace** and **aerodromes** nationwide.

This mandate is vested in the **Flight Inspection and Calibration Group (FICG)** by:

- a. The *Republic Act 9497* (Civil Aviation Authority Act, Chapter 7, Section 35) and its *Implementing Rules and Regulations (IRR)*;
- b. The *Philippines’ Civil Air Regulations for Air Navigation Services* (CARANS), Part 10: Regulatory Requirements for CNS-ATM services;
- c. The *Convention on International Civil Aviation*, through ICAO Annex 10 - Aeronautical Telecommunications; Annex 14 – Aerodromes; Annex 6 -. Operation of Aircraft; ICAO Document 8071 – Manual on Testing of Radio Navigational Aids, ICAO Document 8168 - Procedures for ANS – Operations, ICAO Document 9906 -QA Manual for Flight Procedures Design, ICAO Document 9613 – Performance Based Navigation Manual); and,
- d. The *US Federal Aviation Administration Order 8200.1* (Standard Flight Inspection Manual), and *US FAA Order 8200.8* (Flight Inspection Program Standards).

Consequently, the CAAP-FICG guarantees the safety of the flying public and ensures the operational reliability of: the radio navigation facilities, instrument landing systems, radar surveillance facilities, visual aids facilities, runway infrastructure; airport lightings,

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precision approach path indicators; and the entire Philippine airway systems and all instrument flight procedures; through flight inspection, calibration and validation, in accordance with international treaties, local laws, and industry standards for civil aviation.

All these tasks require the necessary use of a suitably equipped and technologically capable special-mission aircraft, for the CAAP to carry out its mandated inspection functions, and promote aviation safety.

### 3. C.A.A.P. REGULATORY MANDATE.

The specific law covering the CAAP's **air navigation service responsibility** is the Civil Aviation Authority Act (*Republic Act 9497*), specifically Chapter 7, Section 35, Paragraphs (b), (g), (k), (o) & (p), stating among the duties and responsibilities of the Director General of the CAAP, the following:

- (b) To designate and establish civil airways, to acquire, control, operate and maintain along such airways, navigation facilities and to chart such airways and arrange for their publication including the aeronautical charts or maps required by the international aeronautical agencies...;
- (g) To inspect, classify and rate any air navigation facilities and aerodromes available for the use of aircraft as to its suitability for such use and to issue a certificate for such...;
- (k) To acquire and operate such aircraft as may be necessary to execute the duties and functions of the Authority prescribed in this Act;
- (o) To participate actively... in the development of international standardization of practices... important to safe, expeditious, and easy navigation, and to implement as far as practicable the international standards, recommended practices and policies...;
- (p) To exercise and perform its powers and duties under this Act consistent with any obligation assumed by the Republic of the Philippines in any treaty, convention or agreement on civil aviation matters (the *Convention on International Civil Aviation*, specifically *ICAO Annex 10*) and bilateral aviation agreements with the United States of America through the Federal Aviation Administration.

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#### **4. C.A.A.P. FLIGHT INSPECTORATE AUTHORITY.**

The CAAP Flight Inspection and Calibration Group (FICG), is authorized to:

- 4.1. Perform flight inspections of all communication, navigation and surveillance (CNS) systems in the Philippines, to determine that such systems meet the specifications contained in applicable regulations, international standards/ orders, and aviation industry documents/ manuals;
- 4.2. Validate the safety of all Philippine airways, flight routes, instrument departure and arrival procedures, instrument approach procedures, and other air traffic management (ATM) systems, prior to promulgation and operational use;
- 4.3. Perform inspection and safety assessment of all aerodromes and aeronautical services; verify topographic and obstruction data, and other references used for aviation;
- 4.4. Certify CNS-ATM systems, based on the result of the flight inspection, and issue NOTAMs subject to flight inspection findings;
- 4.5. Operate such aircraft as may be appropriate for CAAP-FICG missions;
- 4.6. Execute any flight maneuvers necessary for the FICG's flight inspection and flight validation mandate;

#### **5. C.A.A.P. FLIGHT INSPECTORATE RESPONSIBILITY.**

The CAAP flight inspection crew is responsible for:

- 5.1. The commissioning, periodic and/or special flight inspection and calibration of CNS systems, in accordance with ICAO Document 8071 (Manual on Testing of Radio Navigational Aids), the US Federal Aviation Administration Order 8200.1 (Standard Flight Inspection Manual), and US FAA Order 8200.8 (Flight Inspection Program Standards);
- 5.2. The preliminary and periodic flight validation and evaluation of ATM systems and Instrument Flight Procedures (IFPs), based on ICAO Document 8168 (Procedures for ANS – Operations), ICAO Document 9906 (QA Manual for Flight Procedures Design), and ICAO Document 9613 (Performance Based Navigation Manual);



- 5.3. Organizing flight inspection activities with CAAP ANS, ATS, ADMS and Airport personnel for its safe and efficient conduct;
- 5.4. Analyzing flight inspection data to determine the adequacy of aviation and aeronautical systems to meet its required functions and enable a status classification to be assigned;
- 5.5. Certifying the safe utilization of navaids and IFPs based on the flight inspection data, prior to their promulgation;
- 5.6. Reporting flight inspection results and status to the appropriate authority and providing the technical details for AIPs and NOTAMs;
- 5.7. Reporting possible or existing hazards identified during flight inspections.

**6. PROGRAM OBJECTIVE:**

- 6.1. The **project objective** is the *Lease of Aircraft for CAAP-FICG Flight Operation Mission Nationwide for the Year 2022*;
- 6.2. The project shall comply with the legal mandate of the CAAP based on *Republic Act 9497* (Civil Aviation Authority Act, Chapter 7, Section 35, Paragraphs (k), stated in § 3. above;
- 6.3. The Lease shall be dedicated to performing the Inspectorate responsibilities of the CAAP-FICG stated in § 5. Above;
- 6.4. The flight operation mission includes Flight Inspection & Calibration of CNS-ATM Systems and Facilities, the Inspection of Aerodromes and Airports' operating environment, and such other flight activities that the Director General may determine to be essential to the safety of air navigation services;
- 6.5. The special-mission aircraft that shall be leased is just a platform for the inspection; equally important are the on-board Flight Inspection System, the Position Reference System, and the Flight Validation Equipment; these make the aircraft suitably equipped and technologically capable for CAAP-FICG inspection activities;

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## 7. GENERAL SCOPE OF WORK:

- 7.1. The CAAP shall Lease at least two (2) primary aircraft for CAAP-FICG flight operations;
- 7.2. One (1) of the primary aircraft is a multi-engine Jet in the PANS-OPS Category "C" classification for radio navigational aids flight inspection;
- 7.3. Another primary aircraft is a pressurized Turbo-prop in the PANS-OPS Category "B" classification for visual aids calibration and flight validation;
- 7.4. The Flight Inspection Aircraft is an airborne laboratory, to be operated by CAAP-FICG Flight Inspection Pilots and Flight Inspection Engineers, consistent with the authority granted to the FICG, and in compliance with their responsibility, stated in § 4 and § 5, above.
- 7.5. The FICG Chief Flight Inspector, or the most senior flight inspector on-board, shall direct the flight inspection mission at all times;
- 7.6. The aircraft shall be flown to all of the airports and air navigation facilities in accordance with the *Flight Inspection Schedule CY 2022 (APPENDIX A)*;
- 7.7. The specific aircraft type, scope of work, airports to be inspected, and estimated flight time allotted are contained in the *Summary of Flight Time CY 2022 (APPENDIX B)*;
- 7.8. The Flight Inspection Aircraft shall be used to inspect communications (HF-VHF Ground to Air Radios), radio navigation (D/VOR, DME, NDB, LLZ/GS/ILS & GNSS) and surveillance (RADAR, PSR, SSR) facilities, to set their prescribed physical and scientifically measurable properties; validate instrument flight procedures (airways, air routes, instrument departure, instrument arrival, approach, landing and missed-approach), and air traffic control zones; calibrate visual aids facilities (PAPI, VGSI, PALS-SALS Approach Lights, Runway Lights, Beacons, runway signages and markings); and inspect the aerodrome environment, to guarantee the operational safety of these systems;
- 7.9. As flight operations are conducted, the aircraft shall be used to measure critical altitudes; identify and evaluate airport obstruction surfaces; check aerodrome markings; verify topographic data and obstruction information for accuracy and

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navigational usefulness; and ensure that all airspace used in civil aviation is safe for aircraft flight;

- 7.10. The aircraft service provider shall ensure the availability and provision of all the logistical requirements in any flight operation mission;
- 7.11. The aircraft service provider shall provide the necessary qualification trainings for the flight crew, in compliance with Philippine CARs on the operation of the aircraft, and also in accordance with the aircraft manufacturer's requirements and insurance policy provisions;
- 7.12. The aircraft service provider shall provide the necessary operational trainings for the flight inspection engineers operating the Flight Inspection System, in accordance with inspector competency in ICAO Document 8071 Par. 1.12.4.a. (flight inspection) and 9906 Vol. 6, Par. 1.1.3 (flight validation);
- 7.13. The aircraft must be able to accommodate at least two (2) Flight Inspection Pilots, four (4) Flight Inspectors-Engineers, and the ground reference system as cargo, during ferry or transit flights of the inspection/validation mission;
- 7.14. In the event that the primary aircraft becomes unavailable or unusable, a replacement aircraft of the same of capabilities for the mission shall be provided by the aircraft service provider within a reasonable period of time, without missing out on the flight inspection schedule;
- 7.15. The aircraft service provider, as the aircraft operator, shall comply with the requirements of the Philippine Civil Aviation Regulations at all times.

#### **8. SPECIFIC AIRCRAFT OPERATION AND EQUIPMENT REQUIREMENTS FOR CAAP-FICG FLIGHT OPERATION MISSION.**

- 8.1. Requirements for the Flight Inspection of Radio Navigational Aids and Flight Validation of Conventional Instrument Flight Procedures (IFPs):
  - 8.1.1. The Flight Inspection Jet Aircraft must be of reasonably wide speed range, capable of low (1000ft AMSL), medium and high-altitude (above FL350) flights and high-performance maneuvers required for flight inspection (i.e., Citation CJs, Gulfstream G150, Learjets, Pilatus PC24, Challengers, etc);

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- 8.1.2. The Jet aircraft shall be especially equipped with a Flight Inspection System, provided with independent communication and navigation antennas/ sensors, electric power supplies/ sources, and autonomous position reference systems;
  - 8.1.3. The Jet aircraft shall have a Dual Flight Management System with a regularly updated database and programmable with temporary user waypoints; an approved RADAR altimeter; an approved GNSS Receiver (TSO'd to C129 or equivalent specifications); and a dual auto-flight system;
  - 8.1.4. The aircraft shall be equipped with Pilot (cockpit) - Engineer (cabin) communication and Pilot-FIS signal interface;
  - 8.1.5. The aircraft must be capable of an endurance of at least 3.0 hours flight time, between refueling;
  - 8.1.6. The aircraft environmental control and air conditioning should be adequate for low-altitude as for high altitude flight operations;
- 8.2. Requirements for the Flight Inspection of Visual Aids Facilities and Flight Validation of Performance-Based Navigation (PBN) IFPs:
- 8.2.1. The Turboprop aircraft shall be high performance, either a single or multi-engine, with a wide speed range but especially capable of slow approaches (as low as 91 KNOTS) and with a pressurized cabin (i.e., King Air 250, Pilatus PC12, etc.);
  - 8.2.2. The Turboprop aircraft shall have a Flight Management System coupled to an approved GNSS Receiver (TSO'd to C129 or equivalent specifications); with a regularly updated database, programmable with temporary user waypoints; and a dual auto-flight system;
  - 8.2.3. The aircraft shall have a RADAR altimeter system for obstacle and terrain clearance evaluation;
  - 8.2.4. The aircraft must be capable of an endurance of at least 5.0 hours flight time, between refueling;

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- 8.3. Requirements for the On-board Automatic Flight Inspection System (AFIS):
- 8.3.1. The aircraft shall be equipped with an Automatic Flight Inspection System (AFIS) acceptable to the CAAP-FICG to meet flight inspection standards;
  - 8.3.2. The AFIS shall be capable of evaluating the radiated signal and calibration of the following navigational equipment:
    - 8.3.2.1. Instrument Landing System Cat. I and II (ILS);
    - 8.3.2.2. Doppler and Conventional VHF Omnidirectional Range (VOR) with Multi-Facility Receivers for Station Alignment Check;
    - 8.3.2.3. Distance Measuring Equipment (DME) with Multi-Facility Receiver for DME-DME RNAV Check;
    - 8.3.2.4. Non-Directional Beacon (NDB);
    - 8.3.2.5. VHF Radio Communications;
    - 8.3.2.6. RADAR (Primary Surveillance and Secondary Surveillance);
  - 8.3.3. The AFIS shall be equipped with RF Interference (VHF, UHF, L-Band) Direction Finder;
  - 8.3.4. The AFIS shall be equipped with an independent Multi-mode Receiver capable of multiple-navigation/facility tuning;
  - 8.3.5. The AFIS shall be capable of automatic differential positioning for measuring relative distances and vertical glide slope angles;
  - 8.3.6. The AFIS shall be capable of recording GPS parameters and tracks for Instrument Flight Procedures validation;
  - 8.3.7. All data from the flight inspection system must be stored in a digital medium and be accessible at any time for review, analysis and printing;
  - 8.3.8. The AFIS shall have a contemporary test instruments console for evaluating radiated signals-in-space such as a multi-channel oscilloscope, a digital spectrum analyzer and a printer;
  - 8.3.9. The AFIS shall have a ground reference system based on differential global positioning system (DGPS) and position fixing, theodolite-tracking radio-telemetry system;
  - 8.3.10. The AFIS must be removable and can easily be installed on any replacement aircraft, if warranted;



- 8.3.11. The AFIS shall have a programmed quarterly calibration and periodic application software update acceptable to the CAAP-FICG, and the based on the manufacturer's update program;

8.4. Requirements For the Flight Crew:

- 8.4.1. The flight crew shall consist of at least two (2) Flight Inspection Pilots for the direct execution of flight check run profiles/ sequence, control of aircraft movement/positioning; facilitate ATC coordination, and perform such other maneuvers required for the flight inspection;
- 8.4.2. The on-board inspection crew shall consist of at least two (2) Flight Inspector-Engineers for the operation of the FIS, accumulation of data, interpretation of measured parameters and facility adjustments;
- 8.4.3. Only duly trained CAAP Flight Inspector-Engineers shall operate the Automatic Flight Inspection system during any mission;
- 8.4.4. The aircraft crew (Pilot In-command, Co-Pilot, Aircraft Mechanic) shall comply with all Philippine Civil Aviation Regulations requirements;

9. AIRCRAFT UTILIZATION FLEXIBILITY.

- 9.1. The cost rate of the aircraft to be leased shall be specific to the type of aircraft of the service provider, and its price shall be so stated in the lease contract as Pesos Cost per Hour of Block Time for each and every aircraft variant;
- 9.2. The Flight Inspection Schedule for the whole year 2022 may change due to weather conditions, establishment of new facilities, decommissioning of unused systems, equipment status (i.e., operational, unusable, on-test, etc), and aircraft availability; hence the schedule may be adjusted and the aircraft to be utilized may be changed accordingly as the necessity arises;
- 9.3. For inspections **not** requiring specialized equipment, the AFIS, or the Differential Positioning System, the lease cost of the aircraft shall be reduced appropriately.

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#### **10. CONTRACT PERIOD.**

- 10.1. The lease contract shall be for a period of one (1) year to cover the CAAP-FICG Flight Operation Missions Nationwide Calendar Year 2022;
- 10.2. The project includes 263 Hours of Block Time for a Jet Aircraft with an On-board Flight Inspection System for navaids check; 306 Hours of Block Time for a Turboprop Aircraft for visual aids and validation check; and 70 Hours of Block Time for a Jet Aircraft for Aerodrome checks;
- 10.3. The allotted aircraft time for each type of check may be adjusted but shall be limited within the budget or funds allocated for the whole project;
- 10.4. In the exigency of public service, the contract may be extended beyond the contract period, if the total allotted block time has not yet been fully utilized, or the total budget for the contract has not yet been fully consumed;

#### **11. CONTRACT BUDGET/ COST.**

The total cost of the contract shall be the amount determined in the Notice of Award to be the winning bid on the project.

#### **12. TERMS OF PAYMENT.**


- 12.1. Progress payments may be made, subject to provisions of the RA 9184, and favorable to the CAAP and the government, to cover the partial cost equivalent to the consumed aircraft block time or the cumulative value of the work already delivered;
- 12.2. The Service Provider may submit a statement of service rendered or progress billing, and the corresponding request for progress payment, showing the amount that it considers itself to be entitled for the month of the billing;
- 12.3. The Service Provider shall submit a copy of the Operational Flight Plan and Daily Flight Report duly signed by the service provider's Pilot and certified by the CAAP Flight Inspection Pilot as proof of block time consumed;

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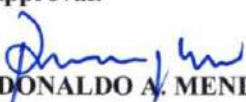


- 12.4. Progress payments are subject to retention money of ten percent (10%) of each payment to ensure the timely delivery of services, continuous equipment capability and compliance with other contractual requirements;
- 12.5. Retention shall be imposed until fifty percent (50%) of the value of work, as determined by the CAAP, are completed; after which, if the work is being satisfactorily done and on schedule, no additional retention shall be made;
- 12.6. The total "retention money" shall be due for release upon completion, full delivery and final acceptance of the Lease Project.

Submitted by:

  
Capt. ROBERTO ANDRES A. MORICO  
Chief, Flight Inspection & Calibration Group

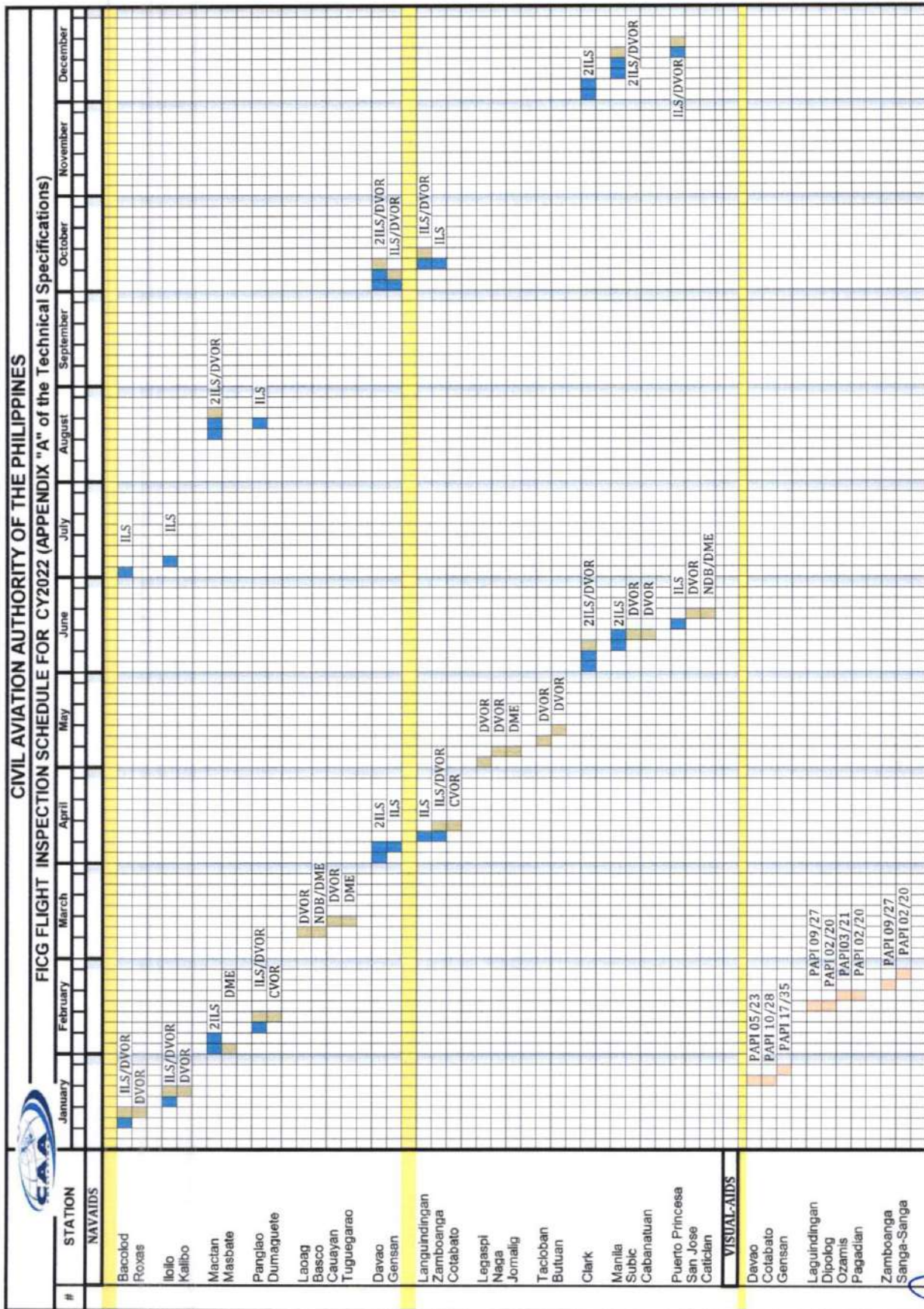
**Recommending Approval:**

  
CAPT. DONALDO A. MENDOZA  
Deputy Director General for Operations

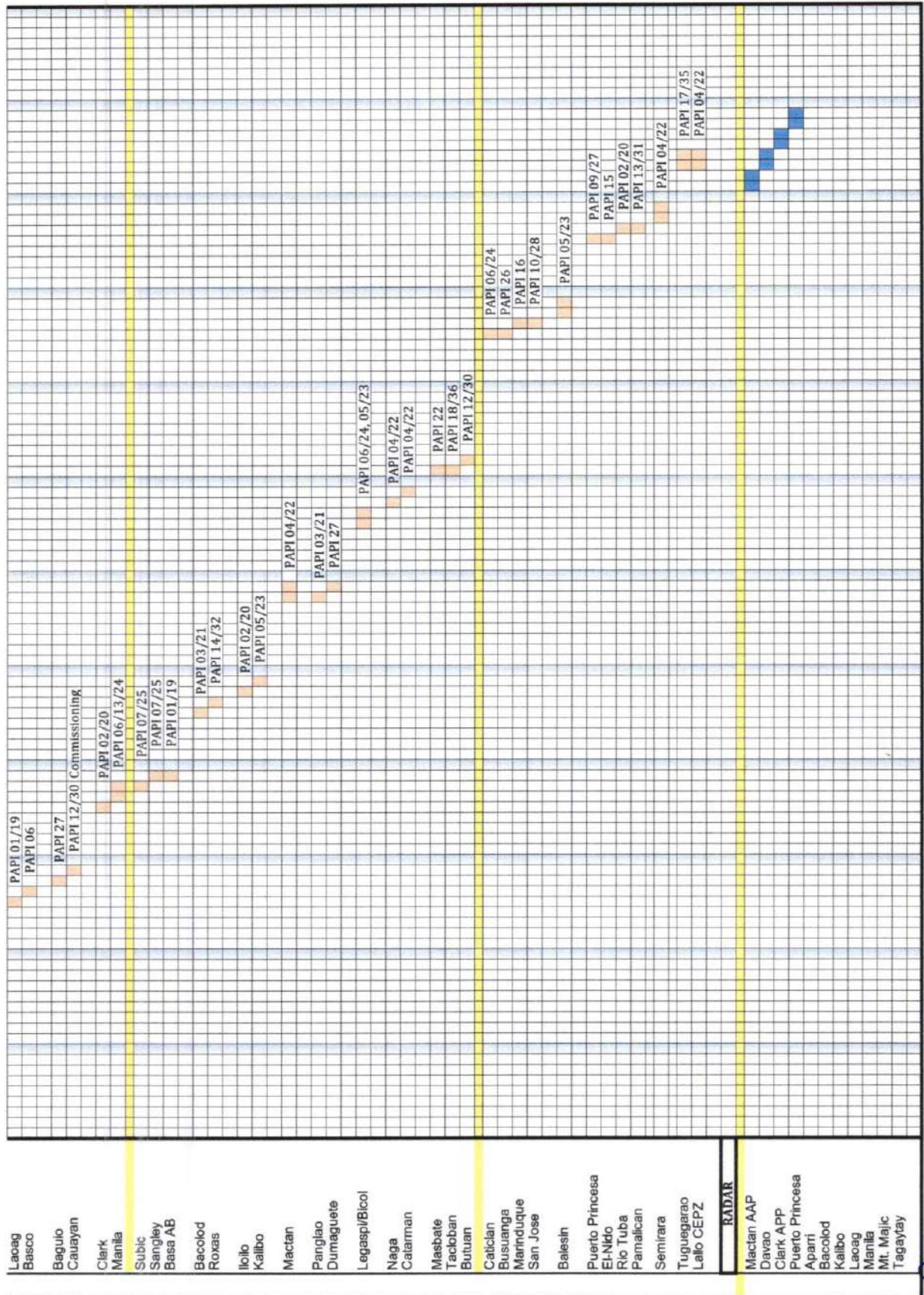
**APPROVED:**

  
CAPT. JIM C. SYDIONGCO  
DIRECTOR GENERAL









MONTHLY FLYING HOURS																							
Comms, Radio Navigation & Surveillance Facilities																							
Ferry Time (Jet)	10					7		15		9		10		5		5		14		16		6	
Local Flight Time (Jet)	11			14		5		20		6		24		6		12		21		16		21	
Sub Total (Jet)	21			24		12		35		15		34		11		17		35		32		27	
Visual Aids & IFR Validation																							
Ferry Time (Turboprop)	10			20		9		8		12		9		9		11		17		6		α	
Local Flight Time (Turboprop)	8			14		7		15		9		11		8		6		10		4		allo	
IFR Validation (Turboprop)	7			6		2		10		10		9		6		4		11		2		10	
Sub Total (Turboprop)	25			40		18		33		31		29		23		21		38		12		10	
Airport Facilities Inspection																							
Ferry Time (Jet)	8			16		10		10		8		12		2		0		0		0		0	
Sub Total (Jet)	8			16		16		10		8		12		2		0		0		0		0	

NOTE: ABOVE SCHEDULE IS SUBJECT TO CHANGE DUE TO WEATHER CONDITION, AIRCRAFT AVAILABILITY AND FACILITIES STATUS.

LEGEND: ILS DVO/DME/NDB RADAR PAPI

Aircraft Rental: 1. Jet Aircraft 263 hours  
 with Flight Inspection System  
 2. Turboprop Aircraft (Pressurized Cabin) 306 hours  
 with Programmable Dual FMS  
 3. Jet Aircraft for Airport Inspections 70 hours  
 35 Airports @ 2 hours time

Prepared by:   
 Capt. ROBERTO ANDRES A. MORICO  
 Chief, Flight Inspection & Calibration Group

Recommending Approval:   
 CAPT. DONALDO A. MENDOZA  
 Deputy Director General for Operations

APPROVED:   
 CAPT. JIM C. SYBIONCCO  
 DIRECTOR GENERAL



Summary of Flight Time (Hours) Allotment (APPENDIX "B" of the Technical Specifications)													
#	STATION	JET with AUTOMATIC FLIGHT INSPECTION SYSTEM						TURBOPROP				JET	
		Ferry Time (Jet w/ AFS)	Facility Inspection	Local Traffic Delay	Ferry Time (Jet w/ AFS)	Facility Inspection	Local Traffic Delay	Ferry Time (Turboprop)	Facility Inspection	#P/Fs Validation	Local Traffic Delay		
NAVAIDS													
	Bacolod	4	4	0	4	3	0						2
	Roxas	1	1	0									2
	Iloilo	4	4	0	1	3	0						2
	Kalibo	1	1	1									2
	Mactan	4	6	2	4	7	2						2
	Masbate	1	1										2
	Panglao	4	4	0	1	3	0						2
	Dumaguete	1	1	0									2
	Laoag	3	1	1									2
	Basco	2	1	0									2
	Cauayan	1	1	0									2
	Tuguegarao	1	1	0									2
	Davao	5	6	2	5	7	2						2
	Gensan	1	3	0	1	4	0						2
	Laguindingan	5	3	1	5	4	1						2
	Zamboanga	3	4	0	3	3	0						2
	Cotabato	1	1	0									2
	Legaspi	2	1	0									2
	Naga	1	1	0									2
	Jomalig	1	1	0									2
	Tacloban	3	1	1									2
	Butuan	2	1	0									2
	Clark	2	7	2	2	6	2						2
	Manila	0	6	2	0	7	2						2
	Subic	1	1	0									2
	Cabanatuan	1	1	0									2
	Puerto Princesa	4	3	0	4	4	0						2
	San Jose	1	1	0									2
	Caticlan	1	1	0									2
VISUAL-AIDS													
	Davao							6	2	4	1		
	Cotabato							2	2	3	0		
	Gensan							2	2	3	1		
	Laguindingan							4	2	3	1		
	Dipolog							2	2	0	0		2
	Ozamis							2	2	0	0		2
	Pagadian							2	2	0	0		2
	Zamboanga							6	2	3	1		
	Sanga-Sanga							4	2		0		2

Laoag	3	2	1	2	2	1	0	2
Basco	2	1	1	0	0	0	0	2
Baguio	2	2	1	0	0	0	0	2
Cauayan	2	2	2	0	0	0	0	2
Clark	2	0	3	4	4	2	2	2
Manila	2	2	2	2	2	2	0	2
Subic	2	2	2	2	2	2	0	2
Sangley	2	2	2	2	2	2	0	2
Basa AB	2	2	2	2	2	2	0	2
Bacolod	4	2	2	2	2	2	0	2
Roxas	4	2	2	2	2	2	0	2
Iloilo	4	2	2	2	2	2	0	2
Kailbo	4	2	2	2	2	2	1	2
Mactan	5	4	4	4	4	4	2	2
Panglao	2	2	2	1	2	3	1	2
Dumaguete	2	2	1	2	2	2	1	2
Legaspi/Bicol	3	3	4	4	4	4	1	2
Naga	3	3	2	2	2	2	0	2
Cataman	3	3	2	2	2	2	0	2
Masbate	3	4	1	2	2	0	0	2
Tacloban	4	4	2	2	2	0	1	2
Butuan	4	4	2	2	2	2	1	2
Caticlan	3	3	2	2	2	2	1	2
Busuanga	2	2	1	1	0	0	0	2
Marinduque	2	2	1	1	0	0	0	2
San Jose	3	3	2	2	0	0	0	2
Balesin	3	3	2	2	2	2	1	2
Puerto Princesa	5	2	2	1	2	3	1	2
El Nido	2	2	2	2	2	2	1	2
Rio Tuba	3	3	2	2	2	2	1	2
Pamalican	3	3	2	2	2	2	1	2
Semirara	4	4	2	2	2	2	1	2
Tuguegarao	4	4	2	2	2	2	1	2
Lalo CEPZ	2	2	2	2	2	2	10	2
CONTINGENCY ALLOWANCE								
RADAR								
Mactan AAP	4	4	4	4	4	4	4	4
Davao	6	4	4	4	4	4	4	4
Clark APP	2	4	4	4	4	4	4	4
Puerto Princesa	4	4	4	4	4	4	4	4
Aparri								
Bacolod								
Kailbo								
Laoag								
Manila								
Mt. Majic								
Tagaytay								

Ferry Time (Jet or AFS)	Facility Inspection	Local Traffic Delay	Ferry Time (Jet or AFS)	Facility Inspection	Local Traffic Delay	Ferry Time (Turboprop)	Facility Inspection	#P/Fs Validation	Local Traffic Delay	Airport Inspection
77	84	12	30	51	9	124	84	71	27	70

**FLYING HOURS**

- 1. Jet Aircraft with Flight Inspection System 263 Hours
- 2. Turboprop Aircraft (Pressurized Cabin) 306 Hours  
with Programmable Dual FMS
- 3. Jet Aircraft for Airport Inspections 70 Hours  
35 Airports @ 2 hours time

**NOTE: ABOVE SCHEDULE IS SUBJECT TO CHANGE DUE TO WEATHER CONDITION, AIRCRAFT AVAILABILITY AND FACILITIES STATUS.**

Prepared by:   
 Capt. ROBERTO ANDRES A. MORICO  
 Chief, Flight Inspection & Calibration Group

Recommending Approval:   
 CAPT. DONALD A. MENDOZA  
 Deputy Director General for Operations

APPROVED:   
 CAPT. JIM C. SYDIONGCO  
 DIRECTOR GENERAL

Item	Specification	Statement of Compliance
1	Primary aircraft is a multi-engine Jet in the PANS-OPS Category “C” classification for radio navigational aids flight inspection	
1	Primary Aircraft is a pressurized Turbo-prop in the PANS-OPS Category “B” Classification for visual aids calibration and flight validation	
	The Flight Inspection Aircraft shall be an airborne laboratory	
	The Aircraft must be able to accommodate at least two (2) Flight Inspection Pilots, Four (4) Inspectors-Engineers, and the ground reference system as cargo during ferry or transit flights of the inspection/validation mission;	
<i>Flight Inspection of Radio Navigational Aids and Flight Validation of Conventional Instrument Flight Procedures (IFPs).</i>		
<i>The Jet aircraft shall:</i>		
	Be of reasonably wide speed range, capable of low (1000ft AMSL), medium and high-altitude (above FL350) flights and high performance maneuvers required for flight inspection (i.e., Citatio CJs, Gulfstream G150, Learjets, Pilatus PC24, Challengers, etc.,)	
	Be especially equipped with a Flight Inspection System, provided with independent communication and navigation antennas/sensors, electric power supplies/sources, and autonomous position reference systems	
	Have a Dual Flight Management System with a regularly updated database and programable with temporary user waypoints; an approved RADAR altimeter an approved GNSS Receiver (TSO’d to C129 or equivalent specifications), and a dual auto flight system	
	Be equipped with Pilot (cockpit) - Engineer (cabin) communication and Pilot-FIS signal interface	

	Be capable of an endurance of at least 3.0 hours flight time, between refueling	
	The aircraft environmental control and air conditioning should be adequate for low-altitude as for high altitude flight operations	
Requirements for the Flight Inspection of Visual Aids Facilities and Flight Validation of Performance-Based Navigation (PBN) IFPs:		
The Turboprop aircraft shall:		
	Be high performance, either a single or multi-engine, with a wide speed range but especially capable of slow approaches (as low as 91 KNOTS) and with a pressurized cabin (i.e., King Air 250, Pilatus PC12, etc.);	
	The Turboprop aircraft shall have a Flight Management System coupled to an approved GNSS Receiver (TSO'd to C129 or equivalent specifications); with a regularly updated database, programmable with temporary user waypoints; and a dual auto-flight system	
	The aircraft shall have a RADAR altimeter system for obstacle and terrain clearance evaluation;	
	The aircraft must be capable of an endurance of at least 5.0 hours flight time, between refueling;	
Requirements for the On-board Automatic Flight Inspection System (AFIS):		
	The aircraft shall be equipped with an Automatic Flight Inspection System (AFIS) acceptable to the CAAP-FICG to meet flight inspection standards	
	The AFIS shall be capable of evaluating the radiated signal and calibration of the following navigational equipment:	
	Instrument Landing System Cat. I and II (ILS);  Doppler and Conventional VHF Omnidirectional Range (VOR) with Multi-Facility Receivers for Station Alignment Check;  Doppler and Conventional VHF Omnidirectional Range (VOR) with Multi-Facility Receivers for Station Alignment Check;  Non-Directional Beacon (NDB);	

	VHF Radio Communications;  RADAR (Primary Surveillance and Secondary Surveillance);	
	The AFIS shall be equipped with RF Interference (VHF, UHF, L-Band) Direction Finder;	
	The AFIS shall be equipped with an independent Multi-mode Receiver capable of multiple-navigation/facility tuning;	
	The AFIS shall be capable of automatic differential positioning for measuring relative distances and vertical glide slope angles;	
	The AFIS shall be capable of recording GPS parameters and tracks for Instrument Flight Procedures validation;	
	All data from the flight inspection system must be stored in a digital medium and be accessible at any time for review, analysis and printing;	
	The AFIS shall have a contemporary test instruments console for evaluating radiated signals-in-space such as a multi-channel oscilloscope, a digital spectrum analyzer and a printer;	
	The AFIS shall have a ground reference system based on differential global positioning system (DGPS) and position fixing, theodolite-tracking radio-telemetry system;	
	The AFIS must be removable and can easily be installed on any replacement aircraft, if warranted;	
	The AFIS shall have a programmed quarterly calibration and periodic application software update acceptable to the CAAP-FICG, bases on the manufacturer's update program	

*Bidders must state here either "Comply" or "Not Comply" against the entirety of the herein Specifications. A statement that 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.*



## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**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;  
  
**or**  
  
Original copy of Notarized Bid Securing Declaration (Annex “B” Form 1);  
**and**
- ☐ (h) Air Operator Certificate (AOC) approved by the CAAP in accordance with applicable Philippine Civil Aviation Regulations (PCAR)
- ☐ (h) Schedule of Requirements (Annex “B” Form 2)
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (Annex “B” Form 3); **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex “B” Form 4); **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.

- ☐ 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 prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184;
  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
  3. Bid Bulletins (if applicable)

Financial Documents

- ☐ (k) 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**
- ☐ (l) 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***

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

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

- ☐ (n) *[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.
- ☐ (o) *[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.

**(j) FINANCIAL COMPONENT ENVELOPE**

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

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

## ***Section IX. Bidding Forms***

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**Other Bidding Forms (Annex “A”) .....62**  
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**Other Bidding Forms (Annex “D”) .....86**

{ATTACH COMPANY LETTERHEAD/LOGO}

**Bid Form**

Date: \_\_\_\_\_  
 Invitation to Bid<sup>3</sup> N<sup>o</sup>: \_\_\_\_\_

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 specified in BDS provision for **ITB Clause 14.2** 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:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>4</sup> 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 10.1** 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 \_\_\_\_\_



{ATTACH COMPANY LETTERHEAD/LOGO}

**CAAP-BAC-SF Annex "A" Form I**

Statement of all ON-GOING government and private contracts within ten (10) years from the submission of bids, including cont

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	Accomplishment		Values of Outstanding Works
			Description	%			Planned	Actual	
Government									
Private									
							Total value of outstanding works		

Submitted by: \_\_\_\_\_  
(Print Name & Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

{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 )**

**By:** \_\_\_\_\_  
Signature & Name of  
Managing Officer

\_\_\_\_\_  
Designation / Position

**Name of Bidder ( Member Partner )**

**By:** \_\_\_\_\_  
Signature & Name of Authorized  
Authorized Representative

\_\_\_\_\_  
Designation / Position

**Name of Bidder ( Member Partner )**

**By:** \_\_\_\_\_  
Signature & Name of  
Managing Officer

\_\_\_\_\_  
Designation / Position

**Name of Bidder ( Member Partner )**

**By:** \_\_\_\_\_  
Signature & Name of Authorized  
Authorized Representative

\_\_\_\_\_  
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 .....	Bid Securing Declaration
Annex “B” Form 2 .....	Schedule of Requirements
Annex “B” Form 3 .....	Conformity with Technical Specification
Annex “B” Form 4 .....	Omnibus Sworn Statement

**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 }

## Schedule of Requirements

Item Number	Position Title/Description	Quantity	Unit	Delivered, Weeks/Months

SUBMITTED BY:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

{ ATTACH COMPANY LETTERHEAD/LOGO }

## Technical Specifications

Item	Specification	Statement of Compliance
1	Primary aircraft is a multi-engine Jet in the PANS-OPS Category “C” classification for radio navigational aids flight inspection	
1	Primary Aircraft is a pressurized Turbo-prop in the PANS-OPS Category “B” Classification for visual aids calibration and flight validation	
	The Flight Inspection Aircraft shall be an airborne laboratory	
	The Aircraft must be able to accommodate at least two (2) Flight Inspection Pilots, Four (4) Inspectors-Engineers, and the ground reference system as cargo during ferry or transit flights of the inspection/validation mission;	
<i>Flight Inspection of Radio Navigational Aids and Flight Validation of Conventional Instrument Flight Procedures (IFPs).</i>  <i>The Jet aircraft shall:</i>		
	Be of reasonably wide speed range, capable of low (1000ft AMSL), medium and high-altitude (above FL350) flights and high performance maneuvers required for flight inspection (i.e., Citatio CJs, Gulfstream G150, Learjets, Pilatus PC24, Challengers, etc.,)	
	Be especially equipped with a Flight Inspection System, provided with independent communication and navigation antennas/sensors, electric power supplies/sources, and autonomous position reference systems	
	Have a Dual Flight Management System with a regularly updated database and programable with temporary user waypoints; an approved RADAR altimeter an approved GNSS	

	Receiver (TSO'd to C129 or equivalent specifications), and a dual auto flight system	
	Be equipped with Pilot (cockpit) - Engineer (cabin) communication and Pilot-FIS signal interface	
	Be capable of an endurance of at least 3.0 hours flight time, between refueling	
	The aircraft environmental control and air conditioning should be adequate for low-altitude as for high altitude flight operations	
Requirements for the Flight Inspection of Visual Aids Facilities and Flight Validation of Performance-Based Navigation (PBN) IFPs:		
The Turboprop aircraft shall:		
	Be high performance, either a single or multi-engine, with a wide speed range but especially capable of slow approaches (as low as 91 KNOTS) and with a pressurized cabin (i.e., King Air 250, Pilatus PC12, etc.);	
	The Turboprop aircraft shall have a Flight Management System coupled to an approved GNSS Receiver (TSO'd to C129 or equivalent specifications); with a regularly updated database, programmable with temporary user waypoints; and a dual auto-flight system	
	The aircraft shall have a RADAR altimeter system for obstacle and terrain clearance evaluation;	
	The aircraft must be capable of an endurance of at least 5.0 hours flight time, between refueling;	
Requirements for the On-board Automatic Flight Inspection System (AFIS):		
	The aircraft shall be equipped with an Automatic Flight Inspection System (AFIS) acceptable to the CAAP-FICG to meet flight inspection standards	
	The AFIS shall be capable of evaluating the radiated signal and calibration of the following navigational equipment:	
	Instrument Landing System Cat. I and II (ILS);	

	<p>Doppler and Conventional VHF Omnidirectional Range (VOR) with Multi-Facility Receivers for Station Alignment Check;</p> <p>Doppler and Conventional VHF Omnidirectional Range (VOR) with Multi-Facility Receivers for Station Alignment Check;</p> <p>Non-Directional Beacon (NDB);</p> <p>VHF Radio Communications;</p> <p>RADAR (Primary Surveillance and Secondary Surveillance);</p>	
	The AFIS shall be equipped with RF Interference (VHF, UHF, L-Band) Direction Finder;	
	The AFIS shall be equipped with an independent Multi-mode Receiver capable of multiple-navigation/facility tuning;	
	The AFIS shall be capable of automatic differential positioning for measuring relative distances and vertical glide slope angles;	
	The AFIS shall be capable of recording GPS parameters and tracks for Instrument Flight Procedures validation;	
	All data from the flight inspection system must be stored in a digital medium and be accessible at any time for review, analysis and printing;	
	The AFIS shall have a contemporary test instruments console for evaluating radiated signals-in-space such as a multi-channel oscilloscope, a digital spectrum analyzer and a printer;	
	The AFIS shall have a ground reference system based on differential global positioning system (DGPS) and position fixing, theodolite-tracking radio-telemetry system;	
	The AFIS must be removable and can easily be installed on any replacement aircraft, if warranted;	
	The AFIS shall have a programmed quarterly calibration and periodic application software	

	update acceptable to the CAAP-FICG, bases on the manufacturer's update program	
--	--	--

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. \_\_\_\_\_

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Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.



## Other Bidding Forms

(Annex “C”)

Annex “C” Form 1.....	<b>Equipment Detail and Price Schedule</b>
Annex “C” Form 2.....	<b>Net Financial Contracting Capacity</b>
Annex “C” Form 3.....	<b>Summary of Bid Proposal</b>
Annex “C” Form 3.....	<b>Summary of Bid Proposal</b>



**CAAP-BAC-SF Annex "C" Form I**

**Equipment Detail and Price Schedule**

**Project Name:** Lease of Aircraft for CAAP-FICG Flight Operation Mission Nationwide



Name of Bidder _____			Project ID No. _____			Page _____ of _____			
1	2	3	4	5	6	7	8	9	10
Item	Description	Origin	Quantity (Block Time)	Unit price EXW per Item	Delivery Costs	Sales and other taxes payable	Cost of local terminal services	Unit Price	Total Price
1	Jet Aircraft with Flight Inspection System Primary Aircraft: Manufacturer: _____ Make and Model: _____ Production Year: _____ Registration Number: _____ Substitute Aircraft: Manufacturer: _____ Make and Model: _____ Production Year: _____ Registration Number: _____ Flight Inspection Equipment Manufacturer: _____ Make and Model: _____		263 Hours	P _____	n/a	P _____	n/a	P _____	P _____

Name of Bidder _____		Project ID No. _____		Page _____ of _____	
2	Turboprop Aircraft with Pressurized Cabin with Programmable Dual FMS Primary Aircraft: Manufacturer: _____ Make and Model: _____ Production Year: _____ Registration Number: _____ Substitute Aircraft: Manufacturer: _____ Make and Model: _____ Production Year: _____ Registration Number: _____	306 Hours	P _____	n/a	P _____
3	Jet Aircraft for Airport Inspections (the same primary and substitute aircraft as in Item 1 above, <b>without the use of            the flight inspection system</b> )	70 Hours	P _____	n/a	P _____

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

{ATTACH COMPANY LETTERHEAD/LOGO}

Summary of Bid Proposal

Name of Project: The Lease of Aircraft for CAAP-FICG Flight Operations Mission Nationwide

Name of Bidder			Project ID No.		Page		of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Origin	Quantity (Block Time)	Unit price EXW per item	Est very very Costs	Sales and other taxes payable	Cost of lost direct Services	Unit Price	Total Price
1	Jet Aircraft with Flight Inspection System			P	n/a	P	n/a	P	P
2	Turboprop Aircraft								
3	Jet Aircraft for Airport Inspections								
GRAND TOTAL									

SUBMITTED BY:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Date: \_\_\_\_\_

{ ATTACH COMPANY LETTERHEAD/LOGO }

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Item No.	Particular	Year

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (Current Assets – Current Liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = Php \_\_\_\_\_

**K = 15 regardless of the period or duration of the project.**

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: \_\_\_\_\_

Amount: \_\_\_\_\_

Herewith attached are certified true copies of the Income Tax Return and Audited Financial Statement stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

**SUBMITTED BY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

# Other Bidding Forms

(Annex “D”)

**Annex “D” Form 1a .....Authority of Signatory (Special Power of Attorney)**  
**Annex “D” Form 1b .....Authority 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 this day 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 \_\_\_\_\_





