



Republic of the Philippines
Department of Transportation
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
AREA CENTER I
Laoag International Airport

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

BEAUTIFICATION AND IMPROVEMENT OF LANDSCAPE AT LAOAG INTERNATIONAL AIRPORT AND VIGAN AIRPORT

Sixth Edition

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

INVITATION TO BID FOR THE BEAUTIFICATION AND IMPROVEMENT OF LANDSCAPE AT LAOAG INTERNATIONAL AIRPORT AND VIGAN AIRPORT

The Civil Aviation Authority of the Philippines, Area I through the Annual Procurement Plan CY 2023 intends to apply the sum of Two Million Nine Hundred Ninety-Nine Thousand Seven Hundred Eleven Pesos and 40/100 (Php 2,999,711.40) being the ABC to payments under the contract for **BEAUTIFICATION AND IMPROVEMENT OF LANDSCAPE AT LAOAG INTERNATIONAL AIRPORT AND VIGAN AIRPORT**, to wit:

| Lot No. | Description | Qty. | Total ABC | Bid Security/Bid Securing Declaration OR Cashier's/Manager's Check Equivalent to at least 2% of ABC | Surety Bond Equivalent to at least 5% of ABC |
|--------------|--|-------|---------------------|---|--|
| 1 | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 2,999,711.40 | 59,994.23 | 149,985.57 |
| Total | | | 2,999,711.40 | | |

Bids received in excess of the ABC of each of the lot and the total ABC shall be automatically rejected at bid opening.

The Civil Aviation Authority of the Philippines, Area Center I through the *Corporate Operating Budget for FY 2023* intends to apply the sum **Two Million Nine Hundred Ninety-Nine Thousand Seven Hundred Eleven Pesos and 40/100 (Php2,999,711.40)** of being the ABC to payments under the contract. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

1. The **Civil Aviation Authority of the Philippines, Area Center I** now invites bids for the above Procurement Project. Delivery of the Goods is required by **within 50 days from the receipt of the Purchase Order/Contract**. Bidders should have completed, within **5 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

3. Prospective Bidders may obtain further information from **Civil Aviation Authority of the Philippines, Area Center I** and inspect the Bidding Documents at the address given below during **8AM-5PM, Monday – Friday**.
4. A complete set of Bidding Documents may be acquired by interested Bidders on **October 6, 2023** 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 **Five Thousand Six Hundred Pesos Only (Php 5, 600.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the **fees by in person or through the given email address below**.
5. The **Civil Aviation Authority of the Philippines, Area Center I** will hold a Pre-Bid Conference¹ on **October 16, 2023, 9:00 AM** at **Bids and Awards Committee Conference Room, Concession Building, Laoag International Airport** and/or through video conferencing or webcasting via **Google Meet/Zoom**, which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before **October 31, 2023, 9:00 AM**. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **October 31, 2023, 9:00 AM** at **Bids and Awards Committee Conference Room, Concession Building, Laoag International Airport** and/or **Google Meet/Zoom**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
9. The **Civil Aviation Authority of the Philippines, Area Center I** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any

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

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.

10. For further information, please refer to:

HAZELLE MAY C. ANDRES

Head, BAC Secretariat

Laoag International Airport, Brgy. Araniw, Laoag City

(077) 670-8446 telefax

laoag.bac@gmail.com / areacenter1_bac@caap.gov.ph

11. You may visit the following websites:

For downloading of Bidding Documents:

(Original Signed)

Atty. RIZZA JOY S. VALLESTERO

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, Area Center I** wishes to receive Bids for the **BEAUTIFICATION AND IMPROVEMENT OF LANDSCAPE AT LAOAG INTERNATIONAL AIRPORT AND VIGAN AIRPORT**, with identification number **BAC No. 2023-059** and details as follows:

| Lot No. | Description | Qty. | Total |
|----------------|--|--------------|---------------------|
| 1 | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 2,999,711.40 |
| Total | | | 2,999,711.40 |

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Annual Procurement Plan, CY 2023** in the total amount of **Two Million Nine Hundred Ninety-Nine Thousand Seven Hundred Eleven Pesos and 40/100 (Php 2,999,711.40)** with breakdown as follows:

| Lot No. | Description | Qty. | Total |
|----------------|--|--------------|---------------------|
| 1 | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 2,999,711.40 |
| Total | | | 2,999,711.40 |

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

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated

policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.

- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - b. 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 failure of bidding that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. 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. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria

stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days from submission of bid*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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

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.

- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to

Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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>For this purpose, contracts similar to the Project shall be:</p> <p>a. BEAUTIFICATION AND IMPROVEMENT OF LANDSCAPE AT LAOAG INTERNATIONAL AIRPORT AND VIGAN AIRPORT with the following details:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport</td> <td style="text-align: center;">1 Lot</td> <td style="text-align: right;">2,999,711.40</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total</td> <td style="text-align: right;">2,999,711.40</td> </tr> </tbody> </table> <p>b. completed within 365 days prior to the deadline for the submission and receipt of bids.</p> <p>c. The bidder's SLCC similar to the contract to the bid should be have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</p> | Lot No. | Description | Qty. | Total | 1 | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 2,999,711.40 | Total | | | 2,999,711.40 |
| Lot No. | Description | Qty. | Total | | | | | | | | | | |
| 1 | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 2,999,711.40 | | | | | | | | | | |
| Total | | | 2,999,711.40 | | | | | | | | | | |
| 7.1 | <i>Not applicable.</i> | | | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted DDP [<i>Laoag International Airport</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | | | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Fifty-Nine Thousand Nine Hundred Ninety-Four Pesos and 23/100 (Php 59,994.23) equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than One Hundred Forty-Nine Thousand Nine Hundred Eighty-Five Pesos and 57/100 (Php 149,985.57) equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</p> | | | | | | | | | | | | |
| 19.3 | <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> | | | | | | | | | | | | |

| | |
|------|---|
| 20.2 | <i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i> |
| 21.2 | <p><u>ADDITIONAL TECHNICAL DOCUMENTS</u></p> <p>A). Pursuant to procurement principle under the Government Procurement Reform Act (RA No. 9184) and as per memorandum given by the Director General, state that, all prospective bidders shall henceforth be required to submit the following additional documents such as;</p> <p style="padding-left: 40px;">1. A certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the 2016 Revised Implementing Rules and Regulations (R-IRR) of RA No. 9184.</p> <p style="padding-left: 40px;">2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against this Authority.</p> <p>B). Pursuant to the requirement under R.A. no. 9175 – an act regulating the ownership, possession, sale, importation and use of chainsaws, penalizing violations thereof and for other purposes (Permits to use/operate Chainsaws)</p> <p><u>NOTE: These documents are being required during the post-qualification stage of the procurement process.</u></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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[Laoag International Airport]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[ENGR. JEOFREY LAGADON AND/OR ENGR. RENZ ALDRINE CORPUZ]</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

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

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

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

| | |
|--|---|
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

| | |
|-----|---|
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.” N/A</p> |
| 4 | <p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></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.

Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport.

| Item Number | Description | Total | Delivered, Weeks/Months |
|--------------------|--|--------------|--------------------------------|
| I. | Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | 1 Lot | 50 Calendar days |

Technical Specifications

| Item | Specification | Statement of Compliance | | |
|------|--|---|---------------------|----------------|
| | | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> | | |
| | PROCURING ENTITY’S TECHNICAL SPECIFICATIONS | BIDDER’S STATEMENT OF COMPLIANCE | | REMARKS |
| | | COMPLIED | NOT COMPLIED | |
| | Laoag International Airport - Landscaping | | | |
| | Specification: | | | |
| a. | The work includes installation of plants (specified species) | | | |

| | | | | |
|-----------------------|---|--|--|--|
| | on to the designated location show in the plans/drawings attached. (Approximated area for landscaping is 1150 sq.m) | | | |
| b. | The work includes improving the LIA signage by installation of new 3D stainless steel letters with LED lighting, connection to source included. | | | |
| c. | The work includes Rehabilitation of Security Fence at the VIP Parking Area (South side of Unloading Area). See Attached plans/drawings. | | | |
| d. | The work includes initial maintenance for 6 months after the completion of the project. | | | |
| | | | | |
| | Vigan Airport Landscaping | | | |
| Specification: | | | | |
| a. | The work includes installation of plants (specified species) on to the designated location show in the plans/drawings attached. (Approximated area for landscaping is 200 sq.m.) | | | |
| b. | The work includes initial maintenance for 6 months after the completion of the project. | | | |

General Specifications

I. INTRODUCTION

The Civil Aviation Authority of the Philippines, Area I have in its Annual Procurement Plan improvement of landscape it's all airports. The project is being funded yearly as it aims to maintain the surroundings of the airport in order to maintain and improve the surroundings.

The project primarily aims for the addition and improvement of landscape within the airport. Therefore, the Authority is forced to hire the services of a private contractor/supplier to undertake the project due to its areas covered. The contractor/supplier shall comply with the provisions of this Term of Reference from the onset until the end of the implementation.

II. STATEMENT OF WORK

A. Scope of Work

- i. The Scope of Work includes the furnishing of all necessary labor, equipment, tools, materials, supplies, supervision and expertise necessary to perform the following.

1. Laoag International Airport – Landscaping Work

- a. The work includes installation of plants (specified species) on to the designated location show in the plans/drawings attached. Approximated area for landscaping is 1150sq. mtr.
- b. The work includes improving the LIA signage by installation of new 3D stainless steel letters with LED lighting, connection to source included.
- c. The work includes Rehabilitation of Security Fence at the VIP Parking Area (South side of Unloading Area). See Attached plans/drawings.
- d. Lastly, the work includes initial maintenance for 6 months after the completion of the project

2. Vigan Airport – Landscaping Work

- a. The work includes installation of plants (specified species) on to the designated location show in the plans/drawings attached. Approximated area for landscaping is 200 sq. mtr.
- b. Lastly, the work includes initial maintenance for 6 months after the completion of the project.

B. Work Schedule

The Contractor shall perform the works with rules and policies of the airport.

The Contractor shall provide the necessary manpower, tools, equipment, materials and supplies to insure timely accomplishment and delivery. Depending on the seasonal demand in cutting the bushes and grasses, the contractor can flexibly up-size or down size its manpower, equipment, materials, etc. with the ultimate objective of delivering satisfactory on time result and performance.

1. Working Time

- Work is done regularly at daytime. The working time is eight (8) hours a day, six days a week including holiday.

2. Work Method

- Work methodology will be formulated by the contractor and CAAP-LIA authorities prior to implementation of the contract.
- Cut Bushes and grasses should be controlled or deposited to a designated area as indicated by the Agency.

C. Man Power Schedule

The Minimum manpower required during contract implementation shall be:

| | |
|---------------------------------|--|
| Field Supervisor/Safety Officer | 2years supervisory experience with safety training certificate |
| Skilled Laborer | 7 |
| Laborer | 6 |
| | |

The contractor shall provide the necessary manpower to properly accomplish all necessary related works. The contractor shall designate a competent representative who shall be available at the area to oversee working operation being carried out and to receive instructions from the Airport officials. The contractor’s authorized representative shall be responsible for the overall management and coordination of work to be performed as contract provisions and shall act as central point with the government agency. The contractor’s authorized representative shall have full authority to act thereat in behalf of the contractor’s name while in the premises.

i. Identification

1. The Contractor’s personnel shall be recognizable while in airport premises. This will be accomplished by the used of

uniforms and printed with the company's name of the contractor. All expenses for uniforms and badges shall be borne by the contractor. All contractor's personnel shall always be in uniform.

D. Equipment, Tools and Consumables required to be used for the project

1. The Contractor shall provide the required number of equipment, tools and consumables to accomplish all necessary works provided in the contract. The contractor's equipment provided therein shall be used exclusively for the contracted services.

The use of other kind of equipment other than that stated thereof will not be permitted, unless otherwise approved by the authority. Any delay caused, by stoppage of work being authorized by the office concerned will not be taken against the contractor.

E. Service Vehicle

The Contractor shall make available, during the performance of the contract, at least one (1) service vehicle with good condition, for use by the airport authority's representative/engineers for the purpose of inspection, monitoring, measuring, laboratory testing and other activities relative to the implementation of the project.

F. Handheld radios

1. N/a

G. Period of Implementation

The contract shall be implemented for a total of Sixty (60) Calendar Days for Laoag International Airport and Vigan Airport FY2023. Provided that the contractor will only proceed upon written notice from the duly authorized representative of the Authority to commence with the project, which notice must not be less than seven (7) days from the start date.

H. Guidelines

The contractor shall always establish a complete quality control program to adhere with the following requirements while carrying out his function and responsibilities during the implementation of the contract.

- i. Quality Assurance and Corresponding Penalties

The Contractor shall establish a system of quality control program to assure that the requirements of the contract are provided as specified. One copy of the contractor's quality control program shall be submitted to the Authority prior to start of the contracted services. An updated copy must be

provided as changes occur. The program shall include but not limited to the following.

- An inspection system, covering all the services to be performed under the contract. This must specify areas to be inspected on either a scheduled or unscheduled basis or such personnel who will perform the inspection.
- A method for identifying deficiencies in the quality of services rendered, before the level of performance becomes unacceptable.
- Contractor shall provide the following uniform to all its employees:
 - A shirt with a contractor's logo/name with pants of any color or any equivalent uniform acceptable to CAAP-LIA
 - A penalty amounting to Fifty Pesos (P 50.00) per day per person shall be imposed on personnel who are not in prescribed uniform while on duty.

ii. Safety and Security Measures





The Contractor shall adhere to all standards and recommended practices stipulated by the airport authority and shall, under no circumstances, violate standard rules and regulations.

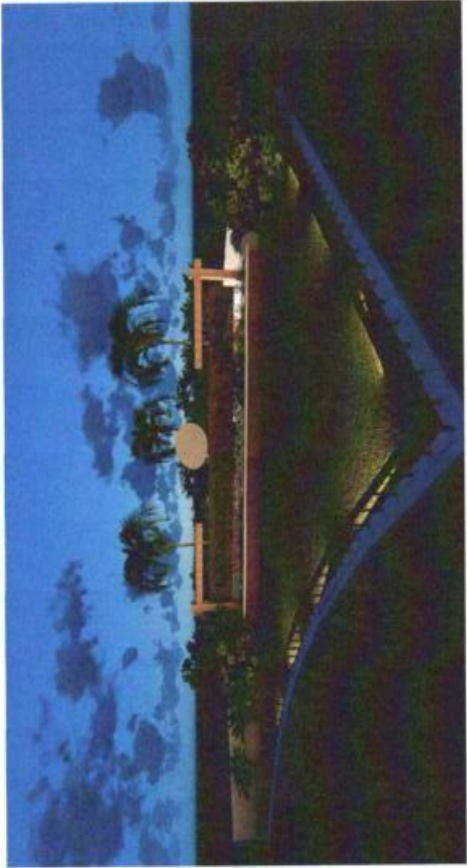
- The Contractor and his employees shall always comply with the security and safety requirements imposed by the management while in the airport premises.
- The Contractor is hereby instructed that aircraft operations and movements and the safety thereof, shall always take precedence over any operation.

In case of within the restricted area, a presence of authorized handheld radio operator is assigned and shall obtain clearance from the Control Tower from time to time for thorough safety.

- The Contractor shall, always keep paved surfaces such as runways, taxiways and hard stands free from hazardous materials.



| | | | | |
|---|--|---|---|--|
|  REPUBLIC OF THE PHILIPPINES CIVIL AVIATION AUTHORITY OF THE PHILIPPINES | PREPARED BY:  RENZ ALDRIN CORPSE CHECKED/VERIFIED:  JEFFERE BLAGADON Engineer, P.E. 504 | PROJECT TITLE: Beautification and Improvement of Landscape LOCATION: BRGY. 36 ARANIW, LAOAG CITY | APPROVED:  RONALD V. ESTABILLO CIVIL AVIATION AREA MANAGER, AREA 1 | SCALE: Unnamed A102 |
|---|--|---|---|--|





 REPUBLIC OF THE PHILIPPINES

 CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

PREPARED: **RENZ ALONZO TORPUZ**

 ENGINEER

 CHECKED/VERIFIED: **JOFFREY B. LASAPON**

 ENGINEER, PTC SIGN

PROJECT TITLE:

Beautification and Improvement of Landscape

 LOCATION:

BRGY. 36 ARANIW, LAOAG CITY

APPROVED:



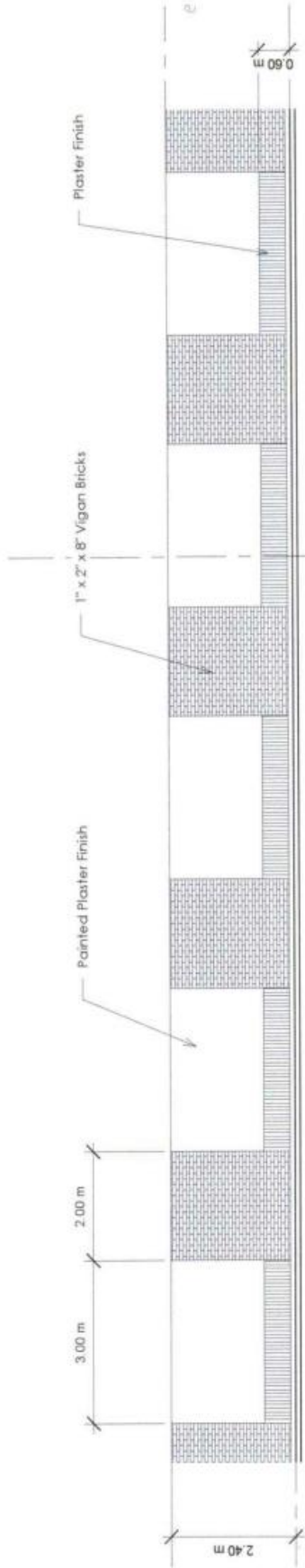
RONALD V. ESTABILLO

 CIVIL AVIATION AREA MANAGER, AREA 1

SCALE: 1 : 50

 Unnamed

 A103



1 Section 1
1 : 75



REPUBLIC OF THE PHILIPPINES
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

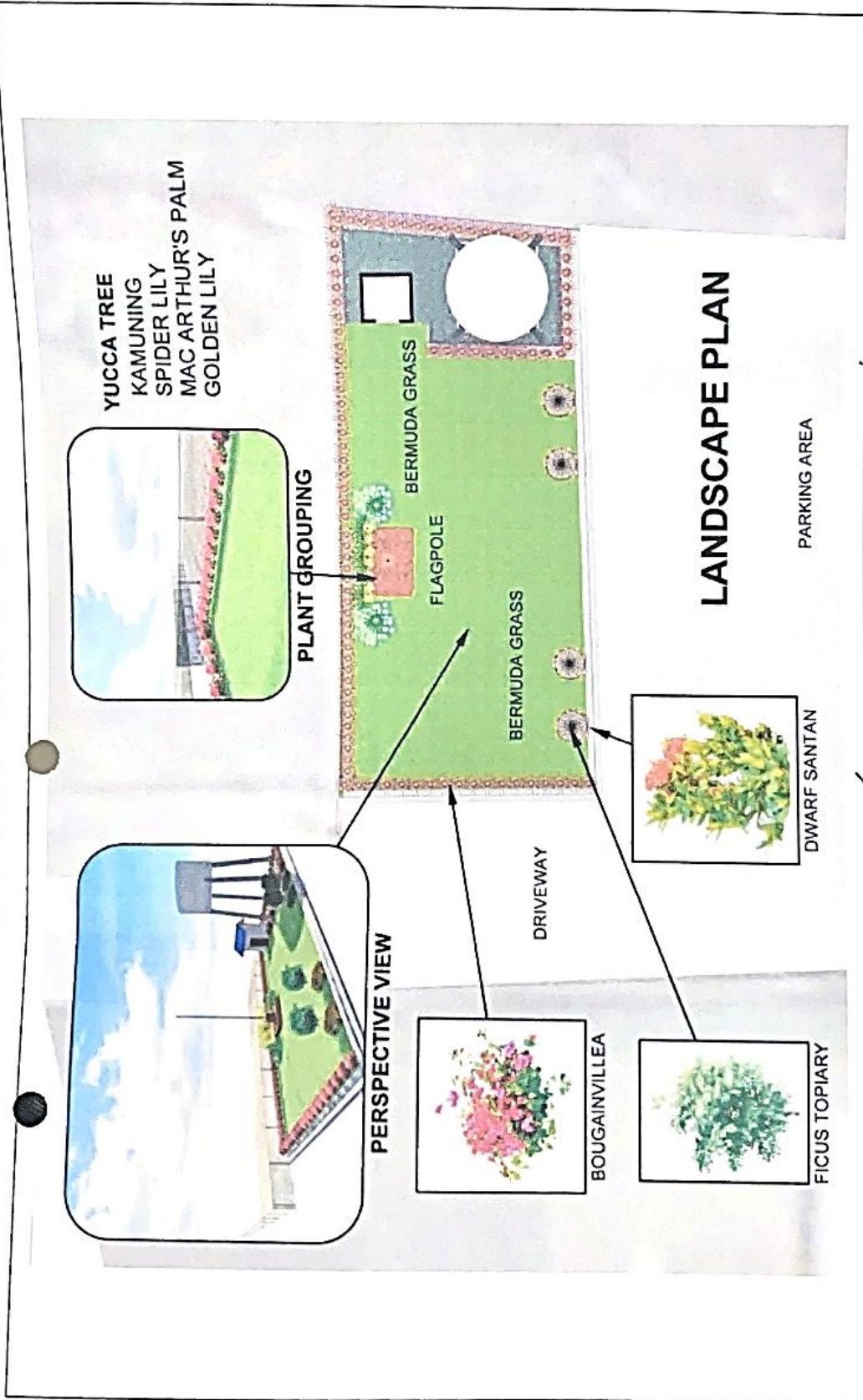
PREPARED BY: **BENZ ALONSO & COMPANY ENGINEERS**
CHECKED BY: **JOSEPH VERGARA**
ENGINEER IN CHARGE: **JOSEPH VERGARA**
Engineer, R.C. No. 1000

APPROVED: **BENZ ALONSO & COMPANY ENGINEERS**
Engineer in Charge: **JOSEPH VERGARA**
Engineer, R.C. No. 1000

PROJECT TITLE: **Beautification and Improvement of Landscape**
LOCATION: **BRGY. 36 ARANIW, LAOAG CITY**

APPROVED: **RONALD V. ESTABILLO**
Civil Aviation Administrator, AREA 1

SCALE: 1 : 75
Unnamed
A104



| | | | | |
|---|--|---|---|--|
| REPUBLIC OF THE PHILIPPINES CIVIL AVIATION AUTHORITY OF THE PHILIPPINES | PREPARED BY: JOSEPH ALDO A. TORPUZ ENGINEER REGISTERED PROFESSIONAL ENGINEER JOSEPH ALDO A. TORPUZ ENGINEER | PROJECT TITLE: Beautification and Improvement of Landscape LOCATION: VIGAN AIRPORT | APPROVED: RIVALDO C. MANABILLO CIVIL AVIATION AREA MANAGER, AREA 1 | SCALE: Unnamed A105 |
|---|--|---|---|--|

Price Schedule

Price Schedule for Goods Offered from Within the Philippines *[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
|---|---|-------------------|----------|---|---|--|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) | |
| Beautification and Improvement of Landscape at Laoag International Airport and Vigan Airport | | | | | | | | | | |
| 1 | Laoag International Airport - Landscaping | Philippines | 1 Lot | Please use the attached Bill of Quantity/Detailed Estimate to compute your bid proposal | | | | | | |
| 2 | Vigan Airport - Landscaping | Philippines | 1 Lot | Please use the attached Bill of Quantity/Detailed Estimate to compute your bid proposal | | | | | | |
| 3 | Other General Requirements | Philippines | 1 Lot | Please use the attached Bill of Quantity/Detailed Estimate to compute your bid proposal | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount | Purpose of Commission or gratuity |
|---------------------------|--------|-----------------------------------|
|---------------------------|--------|-----------------------------------|

| |
|--|
| |
| |
| |

(if none, state “None”)]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

AGENCY : Department of Transportation
 / CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
 PROJECT : Beautification & Improvement of Landscape
 LOCATION : Laoag International Airport
 SUBJECT : BILL OF QUANTITY/DETAILED ESTIMATE

**I. LANDSCAPING WORKS - LAOAG INTERNATIONAL AIRPORT
 (1.00 LOT)**

A. DIRECT COST

| 1. | MATERIALS | QUANTITY | UNIT COST | AMOUNT |
|------------|--|--------------|-----------|--------|
| 1.0 | Palm Trees | | | |
| 1.1 | Royal Palm Trees -1200mm Brown Trunk | 7 pc. | /pc. | |
| 1.2 | Yucca - 1500mm | 15 pc. | /pc. | |
| 1.3 | Hawaiian Palm - 3000mm | 15 pc. | /pc. | |
| 1.4 | Raphis Palm - 400mm | 30 pc. | | |
| 2.0 | Shrubs | | | |
| 2.1 | Cuphea - 150mm ht., @200mm | 500 pc. | /pc. | |
| 2.2 | Maki Plant - 600mm ht. @350mm | 300 pc. | /pc. | |
| 2.3 | Maki Plant - 1500mm ht. @350mm | 30 pc. | /pc. | |
| 2.4 | Ball Topiary (Var:Pokean tea) - 400mm dia. | 10 pc. | /pc. | |
| 2.5 | Ball Topiary (Var:Pokean tea) - 600mm dia. | 10 pc. | /pc. | |
| 2.6 | Ball Topiary (Var:Pokean tea) - 800mm dia. | 6 pc. | /pc. | |
| 2.7 | Spider Lily(Crinum sp.) - 350mm ht. @250mm | 300 pc. | /pc. | |
| 2.8 | Dwarf Red Santan - 250mm ht., 250mm | 200 pc. | /pc. | |
| 2.9 | Bougainvillea | 250 pc. | /pc. | |
| 2.10 | Kamuning | 4500 pc. | /pc. | |
| 2.11 | Eugenia | 3 pc. | /pc. | |
| 3.0 | Ground Covers | | | |
| 3.1 | Blue Grass | 350 sq. mtr | /sq. mtr | |
| 4.0 | Miscellaneous Landscape Finishes | | | |
| 4.1 | Garden Soil - Sandy loam soil | 240 cu. Mtr. | /cu. Mtr. | |
| 4.2 | Boulders - natural (2ft. Dia.) | 10 pc. | /pc. | |
| 4.3 | 2" x 8" Red Vigan Bricks | 9000 pc. | /pc. | |
| 4.4 | Portland Cement | 280 bags | /bags | |
| 4.5 | 5" CHB | 600 pc. | /pc. | |
| 4.6 | 4"CHB | 2944 pc. | /pc. | |
| 4.7 | Fine Aggregates | 30 cu. Mtr. | /cu. Mtr. | |
| 4.8 | Course Aggregates | 5 cu. Mtr. | /cu. Mtr. | |
| 4.9 | 10mm RSB | 160 pc. | /pc. | |
| 4.10 | #16 G.I. Tie Wire | 2 roll | /roll | |
| 4.11 | 1/4 x 1.5" x 1.5" Angle Bar | 15 pc. | /pc. | |
| 4.12 | 1/4" x 1" Flat Bar | 5 pc. | /pc. | |
| 4.13 | 2" dia. G.I. pipe, Schd 40 | 2 pc. | /pc. | |
| 4.14 | Welding Rod (2kg) | 3 box | /box | |
| 4.15 | Blind Rivet | 1 box | /box | |
| 4.16 | Pre-Painted G.I. Plain sheet (1.0mm x 4 x 8) | 4 pc. | /pc. | |
| 4.17 | Form works | 1 lot | /lot | |
| 4.18 | Flat Latex Paint | 10 gal. | /gal. | |
| 4.19 | Acrylic Latex Paint | 18 gal. | /gal. | |
| 4.20 | Roller Brush | 3 pc. | /pc. | |
| 4.21 | Paint Brush | 3 pc. | /pc. | |
| 4.22 | Putty | 10 kg | /kg | |
| 5.0 | 3D STAINLESS SIGNAGES | | | |
| 5.1 | " LAOAG INTERNATIONAL AIRPORT" 3D lighted sign | 25 pc. | /pc. | |
| 5.2 | " CAAP logo " Etched 3D lighted Sign | 1 set | /set | |

AGENCY : Department of Transportation
 / CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
PROJECT : Beautification & Improvement of Landscape
LOCATION : Laoag International Airport
SUBJECT : BILL OF QUANTITY/DETAILED ESTIMATE

**I. LANDSCAPING WORKS - LAOAG INTERNATIONAL AIRPORT
(1.00 LOT)**

A. DIRECT COST

| 1. MATERIALS | | QUANTITY | | UNIT COST | | AMOUNT |
|----------------------|-------------------------|----------|-----|-----------|--|--------|
| 6.0 | Indoor Plants | | | | | |
| 6.1 | Rubber tree with Pot | 10 | set | | | |
| 6.2 | Diffenbakya with pot | 20 | set | | | |
| 6.3 | Rapiz Palm | 15 | set | | | |
| 6.4 | Photos Plant with pot | 15 | set | | | |
| 6.5 | Wooden Plant Pot Saucer | 60 | set | | | |
| MATERIAL COST | | | | | | |

| 2. EQUIPMENT | | QUANTITY | | UNIT COST | | AMOUNT |
|-----------------------|------------------|----------|------|-----------|------|--------|
| 1 | One Bagger Mixer | | days | | days | |
| EQUIPMENT COST | | | | | | |

| 3. | | LABOR | | NO. OF DAYS | | UNIT COST | | AMOUNT |
|-------------------|-----------------|-------|-----------------|-------------|-----|-----------|-----|--------|
| 1 | no. of Manpower | | Supervisor | | day | | day | |
| 2 | | | Skilled Laborer | | day | | day | |
| 3 | | | Mason | | day | | day | |
| 4 | | | Common Laborer | | day | | day | |
| LABOR COST | | | | | | | | |

TOTAL DIRECT COST

B. INDIRECT COST

| | | | | |
|----|--|--|---------------|--|
| 1. | OCM(Overhead, Contingencies, Miscellaneous) | | | |
| 2. | CONTRACTORS PROFIT | | | |
| | | | TOTAL MARK-UP | |

| | | | | |
|----|--|----|--|--|
| 3. | Value Added Tax, VAT (OCM + Contractor's Profit + Direct Cost) | 5% | | |
|----|--|----|--|--|

TOTAL INDIRECT COST

C. TOTAL COST

| | | |
|----|-----------------------------|--|
| 1. | DIRECT COST + INDIRECT COST | |
|----|-----------------------------|--|

TOTAL UNIT COST

AGENCY : Department of Transportation
 / CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
PROJECT : Beautification & Improvement of Landscape
LOCATION : Vigan Airport, Vigan City Ilocos Sur
SUBJECT : BILL OF QUANTITY/DETAILED ESTIMATE

II. LANDSCAPING WORKS - VIGAN AIRPORT
 (1.00 LOT)

A. DIRECT COST

| 1. | MATERIALS | QUANTITY | UNIT COST | AMOUNT |
|----------------------|--|----------|-----------|-----------|
| 1.0 | Palm Trees | | | |
| 1.1 | Royal Palm Trees -1200mm Brown Trunk | 2 | pc. | /pc. |
| 1.2 | Yucca - 1500mm | 5 | pc. | /pc. |
| 1.3 | Hawaiian Palm - 3000mm | 5 | pc. | /pc. |
| 1.4 | Raphis Palm - 400mm | 10 | pc. | |
| 2.0 | Shrubs | | | |
| 2.1 | Cuphea - 150mm ht., @200mm | 100 | pc. | /pc. |
| 2.2 | Maki Plant - 600mm ht, @350mm | 40 | pc. | /pc. |
| 2.3 | Maki Plant - 1500mm ht, @350mm | 40 | pc. | /pc. |
| 2.4 | Ball Topiary (Var:Pokean tea) - 400mm dia. | 4 | pc. | /pc. |
| 2.5 | Ball Topiary (Var:Pokean tea) - 600mm dia. | 3 | pc. | /pc. |
| 2.6 | Ball Topiary (Var:Pokean tea) - 800mm dia. | 2 | pc. | /pc. |
| 2.7 | Spider Lily(Crinum sp.) - 350mm ht, @250mm | 150 | pc. | /pc. |
| 2.8 | Dwarf Red Santan - 250mm ht., 250mm | 150 | pc. | /pc. |
| 2.9 | Bougainvillea | 200 | pc. | /pc. |
| 2.10 | Kamuning | 300 | pc. | /pc. |
| 2.11 | Eugenia | 3 | pc. | /pc. |
| | | | | / |
| 3.0 | Ground Covers | | | |
| 3.1 | Blue grass | 311 | sq. mtr | /sq. mtr |
| 4.0 | Miscellaneous Landscape Finishes | | | |
| 4.1 | Garden Soil - Sandy loam soil | 100 | cu. Mtr. | /cu. Mtr. |
| 4.2 | Boulders - natural (2ft. Dia.) | 5 | pc. | /pc. |
| 4.7 | Fine Aggregates | 32 | cu. Mtr. | /cu. Mtr. |
| 5.0 | Indoor Plants | | | |
| 5.1 | Rubber tree with Pot | 2 | set | |
| 5.2 | Diffenbakya with pot | 2 | set | |
| 5.3 | Rapiz Palm | 2 | set | |
| 5.4 | Photos Plant with pot | 2 | set | |
| MATERIAL COST | | | | |

| 2. | EQUIPMENT | QUANTITY | UNIT COST |
|-----------------------|-----------|----------|-----------|
| 1 | | lot | lot |
| EQUIPMENT COST | | | |

| 3. | no. of Manpower | LABOR | NO. OF DAYS | UNIT COST |
|-------------------|-----------------|-----------------|-------------|-----------|
| 1 | | Supervisor | day | day |
| 2 | | Skilled Laborer | day | day |
| 3 | | Common Laborer | day | day |
| LABOR COST | | | | |

TOTAL DIRECT COST

AGENCY : Department of Transportation
 / CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
PROJECT : Beautification & Improvement of Landscape
LOCATION : Vigan Airport, Vigan City Ilocos Sur
SUBJECT : BILL OF QUANTITY/DETAILED ESTIMATE

II. LANDSCAPING WORKS - VIGAN AIRPORT
 (1.00 LOT)

B. INDIRECT COST

| | | | | |
|----|--|----|---------------|--|
| 1. | OCM(Overhead, Contingencies, Miscellaneous) | | | |
| 2. | CONTRACTORS PROFIT | | | |
| | | | TOTAL MARK-UP | |
| 3. | Value Added Tax, VAT (OCM + Contractor's Profit + Direct Cost) | 5% | | |

TOTAL INDIRECT COST

C. TOTAL COST

| | | |
|----|-----------------------------|--|
| 1. | DIRECT COST + INDIRECT COST | |
|----|-----------------------------|--|

TOTAL UNIT COST

{Attach Company Letterhead/Logo}

BILL OF QUANTITIES

PROJECT: Beautification & Improvement of Landscape
LOCATION: Laoag International Airport and Vigan Airport

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|--------|
| I. | LANDSCAPING WORKS - LAOAG INTERNA | 1 | lot | | |
| | Amount in Words | | | | |
| | | | | | |
| | | | | | |
| II. | LANDSCAPING WORKS - VIGAN AIRPORT | 1 | lot | | |
| | Amount in Words | | | | |
| | | | | | |
| | | | | | |
| III. | OTHER GENERAL REQUIREMENTS | 1 | lot | | |
| | Amount in Words | | | | |
| | | | | | |
| | | | | | |

Total Bid Amount: _____
Total Bid Amount in Words: _____

Signature: _____
Printed Name: _____
Name of Company: _____
Date: _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (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; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed **Updated Omnibus Sworn Statement (OSS)**; **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Original of duly signed and accomplished Price Schedule

