



Republic of the Philippines
Department of Transportation

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

MIA Road, Pasay City

PURCHASE / INSTALLATION OF DEGS AND CONTROL CUBICLE - TAGAYTAY RADAR FACILITY

**PROJECT IDENTIFICATION NO.
23-032-09 BRAVO**

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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



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

**INVITATION TO BID
FOR**

**PURCHASE / INSTALLATION OF DEGS AND CONTROL CUBICLE –
TAGAYTAY RADAR FACILITY**

1. The Civil Aviation Authority of the Philippines (CAAP), through the CAAP Corporate Operating Budget CY 2023 intends to apply the sum of **Six Million Forty-Three Thousand Two Hundred Two Hundred Twelve Pesos. (₱ 6,043,212.00)** being the ABC to payments under the contract for **The Purchase/Installation of DEGS and Control Cubicle – Tagaytay Radar Facility with Project Identification No. 23-032-09 BRAVO**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Aviation Authority of the Philippines now invites bids for the above Procurement Project. Delivery of the Goods is required by **One Hundred Fifty (150) Calendar days upon receipt of the Notice to Proceed (NTP)**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from Civil Aviation Authority of the Philippines and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00 am to 5:00 pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **15 September 2023 until deadline of bid submission of bid** from the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 11,200.00 (inclusive of 12 %**

VAT). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The Civil Aviation Authority of the Philippines will hold a **Pre-Bid Conference**¹ on **25 September 2023 @ 9:30 AM** through video conferencing or webcasting *via* Google Meet or Zoom which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **09 October 2023 @ 9:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening** shall be on **09 October 2023 @ 9:30 AM** at the given address below *and/or* via Google Meet or Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Aviation Authority of the Philippines reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MR. GARY M. JADIE
Head, BAC Secretariat
Civil Aviation Authority of the Philippines
MIA Road Pasay City, 1300
Tel. No. (02) 8246-4988 loc 2236
www.bac@caap.gov.ph
12. For downloading of bid document, visit the www.caap.gov.ph

ATTY. DANJUN G. LUCAS
Chairperson, Bid and Awards Committee
Civil Aviation Authority of the Philippines,
Bravo

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.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the Civil Aviation Authority of the Philippines *wishes* to receive Bids for the Purchase/Installation of DEGS and Control Cubicle – Tagaytay Radar Facility with identification number **Bid no. 23-032-09 Bravo**.

The Procurement Project (referred to herein as “Project”) is composed **one (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 **CY 2023** in the amount of **₱ 6,043,212.00**

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

- 7.2. 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, 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 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)** and the **BDS**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5 years)* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

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 the date of opening bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the components of its Bid as specified in the **BDS**.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, 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.

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.

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and Installation of Diesel Engine Generator Set (DEGS) including control cubicle <i>or low voltage switchgear</i> b. Completed within <u>5 years</u> prior to the deadline for the submission and receipt of bids.
7.1	<p>Subcontracting is not allowed for this project.</p>
10.1	<p>A. Per CAAP Memorandum dated 17 September 2018 re: Disqualification of Prospective Bidders with Pending Case against the Government in the procurement activities of the CAAP, all prospective bidders shall be required to submit the following;</p> <ol style="list-style-type: none"> 1. 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 (revised IRR) of RA 9184. 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 the Authority. <p>B. Certificate of Site Inspection and Other requirements.</p> <p>Other requirements as specified in Section VIII (Checklist of Technical and Financial Documents)</p> <p>Site Inspection Certificate shall be part of bid submission. ANS will coordinate for schedule of visit, Certificate of Site Inspection Form (Annex A), and any update. Bidder shall propose the schedule and send the details of their visiting personnel (e.g., name, photocopy of ID). Inspection can be conducted any day of the week from 8:00 am – 5:00 pm</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Ricardo M. Sison, Facility In-Charge for ANS Tagaytay Radar Facility or his/her any authorized representative at Tagaytay Radar Facility, Tagaytay City Cavite.</p> <p style="text-align: center;">Bids not complying with above instructions shall be disqualified</p>
12	<p>The price of the Goods shall be quoted DDP <i>Tagaytay Radar Facility Province of Cavite</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p>

	<ol style="list-style-type: none"> a. The amount of not less than Php 120,864.24 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 302,160.6 if bid security is in Surety Bond.
15	<ol style="list-style-type: none"> 1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e., "page 3 of 100". Page number of last page of the document (per envelope basis). Pagination should be sequential based on the entire span of the whole documents inside the envelope. Bids not complying with the above instructions shall be automatically disqualified. 2. Each Bidder shall submit <u>one (1)</u> original bid.
21.1	<p>Signing of the Contract</p> <p>Additional contract documents relevant to the project shall be submitted to the procuring entity together with the technical proposals are the following;</p> <ol style="list-style-type: none"> 1. Single line diagram or Electrical layout showing equipment/devices to be supplied at the power house. 2. Powerhouse floor plan showing layout of equipment/devices to be supplied. 3. Certificate of Exclusive or Authorized Distributorship issued by the original equipment manufacturer (OEM) of equipment to be supplied. 4. Copy of the PRC Certificate of Professional Mechanical Engineer or Professional Electrical Engineer 5. All drawings shall be signed and sealed by Professional Mechanical Engineer or Professional Electrical Engineer. <p style="text-align: center;">Bidders who fail to comply shall be DISQUALIFIED</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Project site is:</p> <p>Power House at Tagaytay Radar Air Navigation Facility, Tagaytay City Province of Cavite, Philippines</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]</i> “The delivery terms applicable to the Contract are DDP delivered Tagaytay Radar Facility Province of Cavite. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines]</i> “The delivery terms applicable to this Contract are delivered Tagaytay Radar Facility Province of Cavite. 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>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four (4) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four (4) copies of the negotiable, clean shipped on-board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading; (iii) Original Supplier’s factory inspection report; (iv) Original and four (4) copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four (4) copies of the certificate of origin (for imported Goods);

	<p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</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 the FIC-Tagaytay Radar Facility or his/her any authorized representative.</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:</p> <ul 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 essential assembly parts for the operational safety/protection of the supplied Goods; d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; e. 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
	<ul style="list-style-type: none"> f. training of the Procuring Entity's personnel shall be conducted at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods, and/or during handover stage of the system operation including minor troubleshooting of the system. g. Factory acceptance test, commissioning and testing of installed generator system.

	h. Applicable fees for required licenses and permits to operate.
	i. As-Built Plans and Drawings.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <u>10 years</u></p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <u>3 months</u> of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging</p>

	<p>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 style="text-align: center;"> 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>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 – 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>
2.1	<p>No mobilization fees or advance payments shall be extended or paid to any project for the procurement of goods and services. Payment shall be made upon completion of the Project.</p>
4.0	<p>The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications. The following test are as follows;</p> <ul style="list-style-type: none"> (1) Commissioning Test (i.e., Factory Acceptance Test, Installation test, functional test, integration test, calibration) (2) Site Acceptance Test at Tagaytay Radar Facility Power House (i.e., Verification of installation, performance test, remote monitoring and control test, documentation, and handover)
5.1	<p>The Project has a total of two (2) year warranty period. The warranty covers a one (1) year full maintenance/service warranty upon the completion of the project [or known as defective liability warranty period (DLP)] followed by another one (1) year Service Warranty period.</p> <p>DLP refers to full maintenance service and replacement of defective parts at no extra cost to the procuring entity.</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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply, delivery, installation, testing, and commissioning of two (2) set of brand new 3-phase 150kVA Diesel Engine Generator Set (DEGS) including exhaust pipe/muffler with mineral fiber insulation and 13,000 liters fuel storage tank (excluded concrete foundation).	1 lot	1 lot	within 5 months or 150 days
2	Supply, delivery, installation of two (2) sets of brand-new Automatic Transfer Switch (ATS) with enclosure and accessories.	1 lot	1 lot	
3	Design/Fabrication, supply, delivery, and installation of low voltage switchgear/control cubicle panel including its MCCB's protection, power cable, grounding, and accessories.	1 lot	1 lot	
4	Removal and transfer of the old and existing 175 kVA diesel engine generators, control cubicle, and dilapidated fuel storage tank to the designated location inside the premise of Tagaytay Radar Facility	1 lot	1 lot	

Section VII. Technical Specifications

Technical Specifications

<u>Item</u>	<u>Specification</u>	<u>Statement of Compliance</u>	<u>Reference to Support Statement (also INDICATE PAGE No.)</u>
1.0	<i>Supply, delivery, installation, testing, and commissioning of 2 units brand new 150KVA 3-phase, 220V, 60Hz Diesel Engine Generator Set (DEGS) Open Frame Type including exhaust pipe/muffler, and fuel storage tank.</i>		
	1.1 Diesel Engine Generator <i>The DEGS to be supplied shall be:</i> <ul style="list-style-type: none"> • <i>Open type with complete accessories</i> 		
	<ul style="list-style-type: none"> • <i>Diesel engine driven electric generator with control panel</i> 		
	<ul style="list-style-type: none"> • <i>Direct-coupled to alternator, brushless excitation system</i> 		
	<ul style="list-style-type: none"> • <i>Cooling water system</i> 		
	<ul style="list-style-type: none"> • <i>Lubrication oil system</i> 		
	<ul style="list-style-type: none"> • <i>Silencer, flexible exhaust gas pipes with mineral fiber, heat insulator, support hangers, and anti-vibration isolator springs</i> 		
	<ul style="list-style-type: none"> • <i>10A battery charger with battery and cables</i> 		
	<ul style="list-style-type: none"> • <i>The noise level of the generator shall comply with the DENR requirements</i> 		
	<ul style="list-style-type: none"> • <i>Exhaust system shall comply with DENR RA8497 "Clean Air Act</i> 		

	<u>Diesel Engine</u>		
	<i>4 cycles, v-type multi-cylinder, direct injection controlled with electric governor</i>		
	Rotating speed: 1800 rpm		
	Starting: by motor		
	Cooling System: radiator water-cooled		
	Charging method: Exhaust turbo charger and air charge cooling		
	Fuel Feeder: to be equipped with fuel pump and jet valve for automatic pressure fuel feeding into combustion chamber for pressure ignition		
	Lubrication System: Forced Lubrication by gear pump		
	Overload endurance: 110% for 30 minutes		
	Overspeed endurance: 110% for 1 minute		
	Noise: Not more than 85dB at 1 meter from exhaust outlet		
	<u>Generator</u>		
	Rated Capacity: 150KVA/120KW		
	Type: Brushless, exciter, indoor		
	Output voltage: 220 Vac		
	Rated Frequency: 60Hz		
	Power Factor: 80% lagging		
	Phase: 3-phase, 4P		
	Insulation: Class H or Class F		

	Rotating Speed: 1800 rpm		
	Voltage regulation: Maximum $\pm 5\%$ underload from no load to 100% rated load		
	Class of Rating: Continuous full load operation		
	Winding material: 100% copper		
	Cooling: self-cooling		
	Frequency regulation: Max $\pm 3\%$ underload from no load to 100% rated load		
	Ambient temperature: should not be $> 45\text{ }^{\circ}\text{C}$		
	Starting time: ≤ 10 secs – 12 secs		
	AC waveform total harmonics distortion (THD): $< 5\%$ total no-load to full linear load and less than 3% for any single harmonic		
	Over-speed strength: 120% of rate speed for one (1) minute under no-load		
	Power frequency withstand voltage: 100V + 2E (1500V min)		
	<u>Control Panel</u>		
	<ul style="list-style-type: none"> Auto-Mains (Utility) Failure Control Module 		
	<ul style="list-style-type: none"> Manual and automatic start/stop control of the generator 		
	<ul style="list-style-type: none"> Display warnings, shutdown, and engine status info on the back-lit LCD screen, illuminated LEDs, remote PC. 		

	<ul style="list-style-type: none"> Monitors the mains (utility) supply. Includes enhanced event and performance monitoring, remote communications to reduce engine wear. It can either be programmed using PC software 		
	<ul style="list-style-type: none"> Type: Self-standing cubicle type / generator mounted with vibration proof pads 		
	<ul style="list-style-type: none"> Equipment includes; (2 sets MCCB 600AT/630AF, 600V, 3P, 25KAIC, Industrial type, battery and charger, others if required. 		
	Exhaust Pipe/Mufflers: <ul style="list-style-type: none"> Exhaust Pipe/Muffler must be with mineral fiber insulation, 		
	<ul style="list-style-type: none"> With Support hangers, and with 		
	<ul style="list-style-type: none"> Anti-vibration isolator springs 		
	1.2 Storage Fuel Tank and Fuel line System Supply, delivery, and installation of 13,000 liters fuel storage tank and fuel line system. Note: Construction of fuel tank foundation is not included.		
	1.3 Diesel Fuel, 500 liters for testing Provision of 500 liters fuel for diesel engine generator during load test run.		
2.0	Supply, Delivery, Installation of two (2) sets of Automatic Transfer Switch (ATS) 600A with enclosure and accessories.		
	Service/Enclosure: Indoor/Surface Mounted, IP10 enclosure NEMA I		

	Standard: Compliant to UL 1008, IEEE Std., 446, IEC 60947-6-1		
	Rated Continuous Current: 600A rms		
	Controller: Microprocessor based		
	Operation Mode: Auto & Manual		
	Switch Orientation: Vertically oriented, equipped with electrical and mechanically interlocked.		
	Low Voltage Level: Open transition type		
	Number of Poles: 3 Pole		
	Maximum rated voltage and frequency: 220V, 60 Hz.		
	Nominal system voltage and frequency: 220V, 60Hz		
3.0	Design/fabrication, supply, delivery, and installation of low voltage switchgear/control cubicle panel, automatic transfer switch (ATS), MCCB's protection, power cable, grounding, and accessories.		
	3.1 1 lot self-standing mounted cubicle type, powdered wrinkled gray finished c/w grounding, MMR, and Electrical/Auxiliary Accessories		
	3.2 2 sets of Molded Case Circuit Breaker (MCCB) 500AT/630AF, 600V, 3P, 25KAIC, Industrial Type		
	3.3 100 meters -150 mm ² THWN/THHN-2 (copper) power cables		
	3.4 30 lots - long barrel, single hole terminal lugs designed for 150mm ² copper wire		

	3.5 2 set - 5/8" x 3 mts. Copper clad ground rod with clamp		
	3.6 10 mts - 60mm ² bare copper wire		
	3.7 1 set - Transient Voltage Surge Suppressor (TVSS) 10ka (8/20us)		
4.0	Site Works 4.1 Supply of labor, tools, supervision, equipment, and materials needed for the removal of the existing generator sets and fixed connected parts, including exhaust muffler and pipe and hangers, power cables and harness, and packaging/crating of the same for safe keeping.		
	4.2 Removal of Control Cubicle Panel prior to the installation of brand new two (2) diesel engine generator sets (DEGS) and new Automatic Transfer Switch and LVSG/Control Cubicle panels and removal of the existing fuel storage tank.		
5.0	Local Training and Factory Acceptance Test (FAT) Contractor shall provide the following items to the end-user.		
	5.1 On-site or Local Training of personnel in-charge of operation and maintenance is limited to 10 participants/trainees with equivalent of 40 hours of training period on the basic operation and preventive maintenance of the installed DEGS, control cubicle, and other installed equipment.		
	5.2 Factory Acceptance Test at the manufacturing site and/or the equipment factory to be witnessed by at least 3 CAAP/ANS representatives to be completed in 5 days includes arrival and departure date.		
5.0	MISCELLANEOUS		

	<i>5.1 Tools and Spare Parts</i>		
	<i>5.2 Local Government Unit (LGU)Permits, Department of Environment and Natural Resources (DENR), and other necessary permits required.</i>		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration **Annex E; and**
- ☐ (e) (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS), **Annex B**, 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.
- ☐ (g) 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 (revised IRR) of R.A. 9184
- ☐ (h) 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 the Authority.

- (i) The following documents shall be submitted together with the Technical Proposal:

- ☐ 1. Certificate of Site Inspection, **Annex A** duly signed by the Tagaytay Radar Facility In-Charge (FIC) or his/her duly authorize representative.

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

- ☐ a. Copy of company ID of the person who conducted the site inspection: **and**
- ☐ b. Copy of the airport/facility visitor's logbook appearing the names and signatures of inspectors; **and**
- ☐ c. Picture of the proposed site including the personnel who conducted the site inspection together with the ANS Facility-in-Charge or his/her duly authorized representative;
- ☐ 2. Single Line Diagram or Electrical Layout showing equipment/devices to be supplied at the power house.
- ☐ 3. Certificate of exclusive or authorized distributorship issued by the original equipment manufacturer (OEM) of equipment to be supplied.
- ☐ 4. Copy of the PRC Certificate or clear copy of Professional Mechanical Engineer (ME) or Professional Electrical Engineer (PEE)
- ☐ 5. All design/drawing shall be signed and sealed by a Professional ME or PEE.
- ☐ 6. Bid Bulletin (if any)

Financial Documents

- ☐ (j) 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

- ☐ (k) 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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (l) Original of duly signed and accomplished Financial Bid Form, **Annex C; and**
- ☐ (m) Original of duly signed and accomplished Price Schedule(s), **Annex D**

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.



CERTIFICATE OF SITE INSPECTION

This is to CERTIFY that _____, employee of _____, has conducted the required Site Inspection for the bidding of the project **Purchase/Installation of DEGS and Control Cubicle – Tagaytay Radar Facility** at Tagaytay City Province of Cavite, Philippines.

Issued this _____, 20____

Officer-in-Charge:

Signature over Printed Name

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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]

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:
to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

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 Amount and Purpose of
of agent Currency 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: _____

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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly Authorized to sign the Bid for and behalf _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly Authorized to sign the Bid for and behalf _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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



Republic of the Philippines
Department of Transportation

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES