

# **PHILIPPINE BIDDING DOCUMENTS**

## **ANNUAL SUBSCRIPTION FOR THE ATFM SOFTWARE TOOL**

Government of the Republic of the Philippines

**BID NO. 23-053-11 ALPHA**

**Sixth Edition  
July 2020**

# Preface

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

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.

## Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	14
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>22</b>
1. Scope of Contract .....	23
2. Advance Payment and Terms of Payment .....	23
3. Performance Security .....	23
4. Inspection and Tests .....	23
5. Warranty .....	24
6. Liability of the Supplier .....	24
<b>Section V. Special Conditions of Contract .....</b>	<b>25</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>30</b>
<b>Section VII. Technical Specifications .....</b>	<b>34</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>41</b>

# ***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.





---

**INVITATION TO BID FOR  
ANNUAL SUBSCRIPTION OF ATFM SOFTWARE TOOL  
BID NO. 23-053-11 ALPHA**

1. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, through the CAAP Corporate Budget CY 2023 intends to apply the sum of **TWENTY MILLION PESOS (Php20,000,000.00)** and the **ANNUAL SUBSCRIPTION OF ATFM SOFTWARE TOOL / BID NO. 23-053-11 ALPHA** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES now invites bids for the above Annual Subscription of ATFM Software Tool. Delivery of the Goods is required within Fifteen (15cd) calendar days upon receipt of Notice of Award (NOA) / Notice to Proceed (NTP). Bidders should have completed, within five (5) years, at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC, 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2-16 revised IRR of RA No. 9184.

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 office hours from 8:00 AM to 5:00 PM at BAC Office.
5. A complete set of Bidding Documents may be acquired by interested Bidders **on 15 November 2023 until deadline of submission of bid** from the given address and website(s) below *www.caap.gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php28,000.00** (inclusive of 12% VAT).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the [www.caap.gov.ph](http://www.caap.gov.ph) website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference on **23 November 2023** through video conferencing or webcasting via Google Meet, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **05 December 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 **05 December 2023 @ 9:30 AM** at the given address below and/or via *online conference thru Google Meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The CAAP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**Engr. Gary M. Jadie**  
*Head BAC Secretariat*  
*Civil Aviation Authority of the Philippines*  
*Old MIA Road, Pasay City, Metro Manila 1300*  
**[www.bac@caap.gov.ph](mailto:www.bac@caap.gov.ph)**  
*Tel #: (02) 8246-4988 loc. 2236*

12. You may visit the following websites:

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

---

**CAPTAIN EDGARDO G. DIAZ**  
*Chairperson, Bids and Awards Committee-*  
*Alpha*

## ***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, CAAP wishes to receive Bids for the **ANNUAL SUBSCRIPTION OF ATFM SOFTWARE TOOL**, with identification number **Bid No. 23-053-11 ALPHA**

The Procurement Project (referred to herein as “Project”) is composed of 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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

GOCC and the Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly 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%)* 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:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

## 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 *[five (5) years, at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC 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.

## 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:

- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

- 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.

---

<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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:  
  
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

- 20.2. 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, 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**.

## 21. Signing of the Contract

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

## ***Section III. Bid Data Sheet***

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <i>Installation of Subscription as a service (Saas) of Air Traffic Flow Management (ATFM) Software Tool for ATM Operations or contract related to ATFM Software Tool.</i></li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	<p>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.</p> <p style="text-align: center;">The Procuring Entity has prescribed that:</p> <ol style="list-style-type: none"> <li>a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the <b>BDS</b>, which shall not exceed twenty percent (20%) of the contracted Goods.</li> </ol>
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"> <li>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 (revised IRR) of RA9184; and,</li> <li>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.</li> </ol>
12	<p>The price of the Goods shall be quoted DDP (Delivered Duty Paid) at CAAP Main Office, MIA road, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
12.1(a)(iv)	<p>Incidental Services (for Goods offered from within Philippines) include but are not limited to the following:</p> <ol style="list-style-type: none"> <li>1. All expenses for the processing of permits and licenses shall be part of the price schedule of the equipment.</li> <li>2. Provision and installation of cables, grounding, surge protection and other additional or auxiliary electronic/electrical adapter, signal converters, connectors, components, fixtures, interface,</li> </ol>

	<p>fittings/mounting kits, cable management etc. for the different equipment to meet operational and functional requirements. Prices for these incidentals shall be incorporated to the equipment listed in the BOQ of the Schedule of Requirements to which it is primarily related.</p> <p>3. Importation Licenses / Permits</p> <p>4. Civil/Electrical Engineering Services and Installation costs</p> <p>5. Training</p> <p>6. Project Management Services</p> <p>7. As-Built Plans and Drawings</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> <p>a. The amount of not less than <i>two percent (2%) of ABC or Php400,000.00</i>, 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 <i>five percent (5%) of ABC or Php1,000,000.00</i>, if bid security is in Surety Bond.</p>
15	<p>1. Each and every page thereof shall be initialed / signed by the duly authorized representative/s of the Bidder.</p> <p>Submitted Eligibility, Technical and Financial Documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e., "page 3 of 100". Page number of the last page of the document (per envelope basis).</p> <p>Pagination should be sequential based on the entire span of the whole document inside the envelope.</p> <p>2. Each Bidder shall submit one (1) original copy of the first and second components of its bid.</p> <p>Bids not complying with the above instructions shall be automatically disqualified.</p>
16.1	<p>Bids must be duly received by the BAC Secretariat through manual submission. The address for submission of bids is:</p> <p>THE BAC OFFICE CIVIL AVIATION AUTHORITY OF THE PHILIPPINES OLD MIA ROAD, PASAY CITY 1300 PHILIPPINES</p>

19.2	Partial Bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.,
19.3	<i>One (1) Lot only</i>
20.2	<i>Proprietary Licenses</i>  <i>OEM subscriptions for updates, patch and/or upgrade of firmware including technical support</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

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

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

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

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

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

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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



## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. 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>[indicate place of destination]</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 <b>Joe Marie Anthony E. Eligio, ATS Planning Division, Virgilio R. Cipriano, ATFM Facility In-Charge, Department Manager III – ATPPD and Marlene I. Singson, ADG II - ATS.</b></p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <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><b>Spare Parts –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

	<p><b>Packaging –</b></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><b>Captain Manuel Antonio L. Tamayo</b>  <b>Director General</b>  <b>Civil Aviation Authority of the Philippines</b></p> <p>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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>This is a Turn-Key Project</p> <p><i>Payment will be after issuance of project completion Certification of CAAP.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> <li>A. Physical checking of the hardware compatibility to the Software Tool</li> <li>B. Testing of the license Software installed</li> </ul>
5	<p>Warranty for hardware and/or software are three (3) years from acceptance.</p>

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<p>The ATFM/CDM system will provide the following functionalities</p> <ul style="list-style-type: none"> <li>• Demand prediction and monitoring for airport and airspace resources in the strategic, pre-tactical and tactical timeframes for resources under the responsibility of CAAP</li> <li>• Performs Demand Capacity Balancing of a monitored resources through modeling, initiation, monitoring and revision of automated ATFM Measures including: <ul style="list-style-type: none"> <li>○ Ground Delay Programs – airport arrivals</li> <li>○ Ground Delay Programs – airport departures (Domestic and International)</li> <li>○ Airspace Flow Programs – ex. Control Time Over (CTO)</li> <li>○ Ground Stop – airports</li> <li>○ Ground Stop – airspaces</li> </ul> </li> <li>• Automated CDM with Aircraft Operators, Airport Operators, and other ANSPs</li> <li>• Common situational awareness among stakeholders</li> <li>• Record operational data</li> <li>• Post operational data</li> <li>• Post Operations analysis and performance reporting</li> <li>• System administration, monitor and control</li> <li>• Adaptation reference data administration</li> </ul>	1 lot		Fifteen (15cd) Calendar Days

	<ul style="list-style-type: none"> <li>• Slotting</li> <li>• Weather map</li> </ul> <p>1. Benefits of ATFM Service</p> <p><i>Operational Benefits</i></p> <ul style="list-style-type: none"> <li>• Enhanced ATFM system safety</li> <li>• Increased system operational efficiency and predictability through Collaborative Decision Making (CDM)</li> <li>• Effective management of capacity and demand through data analysis and planning</li> <li>• Increased situational awareness among stakeholders and coordinated, collaborative development and execution of operational plans</li> <li>• Reduced fuel burn and operating costs</li> <li>• Effective management of irregular operations and effective mitigation of system constraints and consequences of unforeseen events</li> </ul> <p><i>Societal Benefits</i></p> <ul style="list-style-type: none"> <li>• Improved quality of air travel</li> <li>• Increased economic development through efficient and cost-effective services to the projected increased levels of air traffic</li> <li>• Reduction of aviation-related greenhouse gas emissions</li> <li>• Mitigation of effects of unforeseen events and situations or reduced capacity and effective, rapid recovery from them</li> </ul> <p>2. Primary Functions</p> <ul style="list-style-type: none"> <li>• Demand prediction and monitoring</li> <li>• Performed demand capacity balancing of monitored resources through modeling, initiation, monitoring and revision of automated</li> </ul>			
--	--	--	--	--



	<p>ATFM measures including: Ground Delay Programs and Ground Stops</p> <ul style="list-style-type: none"> <li>• Automated CDM with Aircraft Operators, Airport Operators, Airspace Users and other ANSPs</li> <li>• Common situational awareness stakeholders</li> <li>• Record operational data</li> <li>• Post operations analysis and performance reporting</li> <li>• System administration, monitor and control</li> <li>• Adaptation reference data administration</li> </ul> <p>3. ATFM/CDM Implementations and Maintenance Scope</p> <p>The following items represent an overview of the scope</p> <p><i>Implementation Project</i></p> <ul style="list-style-type: none"> <li>• Systems Engineering <ul style="list-style-type: none"> <li>○ Requirements definition and traceability</li> <li>○ External system interface</li> <li>○ Adaptation data generation</li> </ul> </li> <li>• Solution Architecture <ul style="list-style-type: none"> <li>○ COTS Hardware and Software for operational system</li> <li>○ COTS Hardware and Software for a distinct testing/training system</li> </ul> </li> <li>• Installation/Configuration/Integration</li> <li>• Acceptance Testing</li> <li>• Documentation <ul style="list-style-type: none"> <li>○ Solution Architecture</li> <li>○ User Guides</li> <li>○ Installation and Maintenance Guides</li> </ul> </li> <li>• Training</li> </ul>			
--	---	--	--	--

	<ul style="list-style-type: none"> <li>○ Operational Training <ul style="list-style-type: none"> <li>▪ Flow Managers</li> <li>▪ Air Traffic Controllers</li> <li>▪ Airport Authority</li> <li>▪ Aircraft Operators</li> </ul> </li> <li>○ Technical Training <ul style="list-style-type: none"> <li>▪ System Maintenance</li> <li>▪ Adaptation Maintenance</li> </ul> </li> <li>• Stakeholder Collaboration and Education <ul style="list-style-type: none"> <li>○ ATFM/CDM Overview session</li> <li>○ Facilitate Stakeholder communication sessions</li> <li>○ Subject Matter Expertise support to CAAP flow Managers</li> </ul> </li> </ul> <p><i>Warranty and Support</i></p> <ul style="list-style-type: none"> <li>• 5 years of COTS HW and SW warranty</li> <li>• 24 x 7 x 365 support desk</li> <li>• Periodic on-site support from Subject Matter Experts and Analysts</li> </ul> <p><i>-Nothing follows-</i></p>			
--	--	--	--	--

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

Item	Specification	Statement of Compliance
	<p>The ATFM/CDM system will provide the following functionalities</p> <ul style="list-style-type: none"> <li>• Demand prediction and monitoring for airport and airspace resources in the strategic, pre-tactical and tactical timeframes for resources under the responsibility of CAAP</li> <li>• Performs Demand Capacity Balancing of a monitored resources through modeling, initiation, monitoring and revision of automated ATFM Measures including: <ul style="list-style-type: none"> <li>○ Ground Delay Programs – airport arrivals</li> <li>○ Ground Delay Programs – airport departures (Domestic and International)</li> <li>○ Airspace Flow Programs – ex. Control Time Over (CTO)</li> <li>○ Ground Stop – airports</li> <li>○ Ground Stop – airspaces</li> </ul> </li> <li>• Automated CDM with Aircraft Operators, Airport Operators, and other ANSPs</li> <li>• Common situational awareness among stakeholders</li> <li>• Record operational data</li> <li>• Post operational data</li> <li>• Post Operations analysis and performance reporting</li> </ul>	<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>

	<ul style="list-style-type: none"> <li>• System administration, monitor and control</li> <li>• Adaptation reference data administration</li> <li>• Slotting</li> <li>• Weather map</li> </ul> <p>4. Benefits of ATFM Service</p> <p><i>Operational Benefits</i></p> <ul style="list-style-type: none"> <li>• Enhanced ATFM system safety</li> <li>• Increased system operational efficiency and predictability through Collaborative Decision Making (CDM)</li> <li>• Effective management of capacity and demand through data analysis and planning</li> <li>• Increased situational awareness among stakeholders and coordinated, collaborative development and execution of operational plans</li> <li>• Reduced fuel burn and operating costs</li> <li>• Effective management of irregular operations and effective mitigation of system constraints and consequences of unforeseen events</li> </ul> <p><i>Societal Benefits</i></p> <ul style="list-style-type: none"> <li>• Improved quality of air travel</li> <li>• Increased economic development through efficient and cost-effective services to the projected increased levels of air traffic</li> <li>• Reduction of aviation-related greenhouse gas emissions</li> <li>• Mitigation of effects of unforeseen events and</li> </ul>	
--	---	--

	<p>situations or reduced capacity and effective, rapid recovery from them</p> <p>5. Primary Functions</p> <ul style="list-style-type: none"> <li>• Demand prediction and monitoring</li> <li>• Performed demand capacity balancing of monitored resources through modeling, initiation, monitoring and revision of automated ATFM measures including: Ground Delay Programs and Ground Stops</li> <li>• Automated CDM with Aircraft Operators, Airport Operators, Airspace Users and other ANSPs</li> <li>• Common situational awareness stakeholders</li> <li>• Record operational data</li> <li>• Post operations analysis and performance reporting</li> <li>• System administration, monitor and control</li> <li>• Adaptation reference data administration</li> </ul> <p>6. ATFM/CDM Implementations and Maintenance Scope</p> <p>The following items represent an overview of the scope</p> <p><i>Implementation Project</i></p> <ul style="list-style-type: none"> <li>• Systems Engineering <ul style="list-style-type: none"> <li>○ Requirements definition and traceability</li> <li>○ External system interface</li> <li>○ Adaptation data generation</li> </ul> </li> </ul>	
--	--	--

	<ul style="list-style-type: none"> <li>• Solution Architecture <ul style="list-style-type: none"> <li>○ COTS Hardware and Software for operational system</li> <li>○ COTS Hardware and Software for a distinct testing/training system</li> </ul> </li> <li>• Installation/Configuration/Integration</li> <li>• Acceptance Testing</li> <li>• Documentation <ul style="list-style-type: none"> <li>○ Solution Architecture</li> <li>○ User Guides</li> <li>○ Installation and Maintenance Guides</li> </ul> </li> <li>• Training <ul style="list-style-type: none"> <li>○ Operational Training <ul style="list-style-type: none"> <li>▪ Flow Managers</li> <li>▪ Air Traffic Controllers</li> <li>▪ Airport Authority</li> <li>▪ Aircraft Operators</li> </ul> </li> <li>○ Technical Training <ul style="list-style-type: none"> <li>▪ System Maintenance</li> <li>▪ Adaptation Maintenance</li> </ul> </li> </ul> </li> <li>• Stakeholder Collaboration and Education <ul style="list-style-type: none"> <li>○ ATFM/CDM Overview session</li> <li>○ Facilitate Stakeholder communication sessions</li> <li>○ Subject Matter Expertise support to CAAP flow Managers</li> </ul> </li> </ul> <p><i>Warranty and Support</i></p> <ul style="list-style-type: none"> <li>• 5 years of COTS HW and SW warranty</li> <li>• 24 x 7 x 365 support desk</li> </ul>	
--	--	--



	<ul style="list-style-type: none"> <li>• Periodic on-site support from Subject Matter Experts and Analysts</li> </ul> <p><i>-Nothing follows-</i></p>	
--	---	--

## ***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.

## **TABLE OF CONTENTS**

Bid Form

Price Schedule for Goods Offered Abroad

Price Schedule for Goods Offered from Within the Philippines

Other Bidding Forms (ANNEX “A”)

Other Bidding Forms (ANNEX “B”)

Other Bidding Forms (ANNEX “C”)

Other Bidding Forms (ANNEX “D”)

{ ATTACH COMPANY LETTERHEAD/LOGO }

## Bid Form

---

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

IB<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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

**(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and**

---

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

**execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**

- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

***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 of: \_\_\_\_\_

***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 \_\_\_\_

[illegible]

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

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

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

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

## *Other Bidding Forms*

### **(ANNEX “A”)**

<u>Annex “A” Form 1 .....</u>	<u>Statement of all On-going Contracts</u>
<u>Annex “A” Form 2 .....</u>	<u>Statement of Single Largest Completed Contract</u>
<u>Annex “A” Form 3 .....</u>	<u>Joint Resolution Form for JVA</u>



**CAAP-BAC-SF Annex “A” Form 1**

{ATTACH COMPANY LETTERHEAD/LOGO}

Statement of all its ON-GOING 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

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name of Contract	Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed	Accomplishment		Values of Outstanding Works
			Description	%			Planned	Actual	
Government									
Private									
						Total value of outstanding works			

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

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

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

{ATTACH COMPANY LETTERHEAD/LOGO}

Statement of single largest COMPLETED contract similar to the contract to be bid

Name of Project: \_\_\_\_\_  
 Location of Project: \_\_\_\_\_  
 Name of Company : \_\_\_\_\_  
 Address of Company: \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

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

**JOINT RESOLUTION**

Whereas, \_\_\_\_\_ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the \_\_\_\_\_, with office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (Name of Particular JV Partner), duly organized and existing under the Laws of the \_\_\_\_\_, with main office address at \_\_\_\_\_, represented by herein by its \_\_\_\_\_, have entered into a Joint Venture ( JV ) Agreement to undertake the following project / contract:

**( Name of Project / Contract )**

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

- a. To appoint \_\_\_\_\_ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the ( Procurement Agency ) or any entities pursuant to the terms of the Joint Venture Agreement:
- b. That, the parties agreed to make \_\_\_\_\_ ( Name of Particular Lead Partner ) \_\_\_\_\_ as the Lead Partner of the Joint Venture and ( Name of Authorized Officer ) \_\_\_\_\_ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. \_\_\_\_\_ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
- c. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
- d. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project to the agency of the government, which in this case, the ( Name of Procurement Entity );

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in \_\_\_\_\_.

**Name of Bidder ( Lead Partner )**

**Name of Bidder ( Member Partner )**

**By:** \_\_\_\_\_

Signature & Name of  
Managing Officer

**By:** \_\_\_\_\_

Signature & Name of Authorized  
Authorized Representative

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

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

**Name of Bidder ( Member Partner )**

**Name of Bidder ( Member Partner )**

**By:** \_\_\_\_\_

Signature & Name of  
Managing Officer

**By:** \_\_\_\_\_

Signature & Name of Authorized  
Authorized Representative

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

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

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_, Philippines,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared the following persons:

NAME	Community Cert. No.	Date / Place of Issue
------	---------------------	-----------------------

Representing        to        be        the        \_\_\_\_\_ of  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ respectively, known to me and  
to me known to be the same persons who executed the foregoing instrument for and in behalf  
of said corporations and who acknowledge to me that same is their free and voluntary act  
and deed as well as of the corporations which they represent, for the uses, purposes, and  
considerations therein set forth and that they are duly authorized to sign the same.

This Instrument consists of THREE (3) pages including this page wherein this  
Acknowledgement is written and signed by the parties and their instrumental witnesses on  
each and every page thereon.

**WITNESS MY HAND AND NOTARIAL SEAL** at the place and date hereinafter first  
above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Series of \_\_\_\_\_

# *Other Bidding Forms*

## **(ANNEX “B”)**

<u>Annex “B” Form 1 .....</u>	<u>Bid Securing Declaration</u>
<u>Annex “B” Form 2 .....</u>	<u>Schedule of Requirements</u>
<u>Annex “B” Form 3 .....</u>	<u>Conformity to Technical Specifications</u>
<u>Annex “B” Form 4 .....</u>	<u>Omnibus Sworn Statement</u>

**Bid-Securing Declaration**

**(REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_) S.S.**

**X-----X**

**Invitation to Bid** [*Insert reference number*]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]***  
***[Insert signatory's legal capacity]***

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.** \_\_, *[date issued]*, *[place issued]*

**IBP No.** \_\_, *[date issued]*, *[place issued]*

**Doc. No.** \_\_\_\_

**Page No.** \_\_\_\_

**Book No.** \_\_\_\_

**Series of** \_\_\_\_.



{ ATTACH COMPANY LETTERHEAD/LOGO }

## Schedule of Requirements

Item No.	Description	Quantity	Unit	Delivered, Weeks/ Months

SUBMITTED BY:

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

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

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

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

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

{ ATTACH COMPANY LETTERHEAD/LOGO }

## Technical Specifications

Item	Specification	Statement of Compliance

SUBMITTED BY:

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

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

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

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

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

### Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

*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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. ***Select one, delete the rest:***

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

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

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

# *Other Bidding Forms*

## **(ANNEX “C”)**

Annex “C” Form 1 . . . . . Authority of Signatory (Secretary’s Certificate)

**AUTHORITY OF SIGNATORY  
(SECRETARY'S CERTIFICATE)**

I, a duly elected and qualified Corporate Secretary of (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that (Name of Bidder) be, as it hereby is, authorized to participate in the bidding of (Name of the Project) by the (Name of the Procuring Entity); and in that if awarded the project shall enter into a contract with the (Name of the Procuring Entity) and in connection therewith hereby appoints (Name of Representative), acting as duly authorized and designated representatives of (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent (Name of the Bidder) in the bidding as fully and effectively as the (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said this.

—

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me this day of, 20affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_  
\_\_\_\_\_ at, Philippines.

Notary Public

Until 31 December 20\_\_\_\_\_

PRT No.: \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
*Series of* \_\_\_\_\_

Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No.: \_\_\_\_\_



## ***Section IX. 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:

- c. 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
- d. 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) in accordance with Section 8.5.2 of the IRR;
- 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

- ☐ (c) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Annex “A” Form 1); **and**
- ☐ (d) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Annex “A” Form 2); **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- ☐ Original copy of Notarized Bid Securing Declaration (Annex “b” Form 1);
- and**
- ☐ (f) Schedule of Requirements (Annex “B” Form 2)
- ☐ (g) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (Annex “B” Form 3); **and**
- ☐ (h) Original duly signed Omnibus Sworn Statement (OSS) (Annex “B” Form 4); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

This shall include all of the following documents as attachment to the Omnibus Sworn Statement:

1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under

- the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184;
2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and
  3. Bid Bulletins (if applicable)

**Financial Documents**

- ☐ (i) 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**
- (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**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).  
**Other documentary requirements under RA No. 9184 (as applicable)**
- (c) *[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.
- (d) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

