PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES

Bid No.23-057-11 BRAVO

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$ works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

INVITATION TO BID FOR

PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES

Bid No. 23-057-11 BRAVO

- 1. The Civil Aviation Authority of the Philippines (CAAP), through the CAAP Corporate Budget CY 2023 intends to apply the sum of FIFTEEN MILLION PESOS PESOS ONLY (Php 15,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES (Bid No. 23-057-11 BRAVO). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Civil Aviation Authority of the Philippines now invites bids for **PURCHASE OF GNSS EQUIPMENTS**, **SOFTWARE AND ITS ACCESSORIES**. Completion of the project is required within **Thirty (30) calendar days**. Bidders should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. 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) 9184, otherwise known as the "Government Procurement Reform Act".
 - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
- 4. Interested 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.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 29 November 2023 until the deadline of submission of bids from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 28,000.00 (inclusive of 12% VAT).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the 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 **06 December 2023** @ **9:30 AM** through via Zoom/Google Meet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before **18 December 2023** @ **9:30AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 - Bid opening shall be on **18 December 2023** @ **9:30 AM** at CAAP Conference Room, 4th Floor, CAAP Main Building, Old MIA Road Pasay City, MM. 1300. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 8. The Civil Aviation Authority of the Philippines reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 9. For further information, please refer to:

ENGR. GARY M. JADIE

Head, BAC Secretariat Civil Aviation Authority of the Philippines MIA Road corner Ninoy Aquino Avenue 1300 Pasay City, Metro Manila Telephone number – (02) 8 246-4988 loc.2236 Email: bac@caap.gov.ph

www.caap.gov.ph

ATTY. DANJUN G. LUCAS
Chairperson, BAC-Bravo

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines* wishes to receive Bids for the **PURCHASE OF GNSS EQUIPMENTS**, **SOFTWARE AND ITS ACCESSORIES**, with identification number **BID NO. 23-057-11 BRAVO**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is for CAAP-ADMS Survey use, 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 CAAP APP CY2023 in the amount of **FIFTEEN MILLION PESOS** (**Php** 15,000,000.00).
- 2.2. The source of funding is:
 - a. CAAP Annual Procurement Plan CY 2023.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within [state relevant period as provided in paragraph 2 of the **IB**] prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB			
Clause 5.3	For this purpose, contracts similar to the Project shall be:		
	"Comple/Deligons of CDC/CNCC CUDVEVING EQUIDMENTO?		
	"Supply/Delivery of GPS/GNSS SURVEYING EQUIPMENTS"		
	a. Should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.		
7.1	Subcontracting is not allowed		
10 & 11	Bidder shall submit all eligibility and technical documents as specified in		
	Section VIII. Checklist of Technical and Financial Documents:		
	I. TECHNICAL COMPONENT ENVELOPE		
	Class "A" Documents		
	Legal Documents		
	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or		
	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and		
	(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and		
	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).		
	Technical Documents		
	(e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and		
	(f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the		

- Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
 - Original copy of Notarized Bid Securing Declaration; and
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, to include schedule of requirements if applicable

This shall include all of the following documents as attachment to the conformity with technical specifications:

- 1. Schedule of Requirements;
- 2. Brochure of the product being offered;
- 3. Distributorship Certificate appropriate to the product being offered;
- 4. Warranty Certificate.
- 5. GNSS Systems Compatibility Testing and Certification
- (i) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; and

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 prescribed under the 2016 Revised Implementing Rules and Regulations (R-IRR) of RA 9184; and
- 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

- (j) 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
- (k) The prospective bidder's computation of Net Financial Contracting

	Capacity (NFCC);			
	or			
	A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.			
	Class "B" Documents			
	(l) 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.			
	01 1110 0 7 1 1 111 1110 1110 1110 1110			
	II. FINANCIAL COMPONENT ENVELOPE			
	 (m) Original of duly signed and accomplished Financial Bid Form; and (n) Original of duly signed and accomplished Bill of Quantities / Price Schedule(s) 			
	(o) Original of duly signed and accomplished forms for Goods offered from the Philippines and/or Abroad.			
	Other decumentary requirements under PA No. 0184 (as applicable)			
	Other documentary requirements under RA No. 9184 (as applicable) (p) [For foreign bidders claiming by reason of their country's extension reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed participate in government procurement activities for the same item o product.			
	(q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.			
	Bids not complying with the above instruction shall be disqualified.			
12	The price of the Goods shall be quoted DDP (Various Airports) or the applicable			
	International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the			
	following forms and amounts:			
	a. The amount of not less than [Indicate the amount equivalent			
	to two percent (2%) of ABC], if bid security is in cash,			
	to two percent (270) of ADC], if blu security is ill cash,			
	cashier's/manager's check, bank draft/guarantee or irrevocable letter of			

	credit; or			
	b. The amount of not less than [Indicate the amount equivalent			
	to five percent (5%) of ABC] if bid security is in Surety Bond.			
14.2	The bid security in the form of surety bond shall be valid until 120 calendar days			
	from the date of Opening of Bids and shall be callable on demand.			
19.3	FIFTEEN MILLION PESOS (Php 15,000,000.00) being the			
	ABC to payments under the contract for PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES.			
20.2	No further instruction.			
21.1	See Terms of Reference, if applicable.			

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

	Special Conditions of Contract
GCC Clause	
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and/or maintenance of the
	supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

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

Spare Parts -

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

Select appropriate requirements and delete the rest.

- 5.2.1.1.1 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
- 5.2.1.1.2 in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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.

Transportation -

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.

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.

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.

	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. Intellectual Property Rights — The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Partial payment is not allowed. Terms of payment shall be 100% after complete delivery of goods. See Section XI of Terms of Reference
4	See Terms of Reference, if applicable
5	See Terms of Reference, if applicable

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Unit	Delivered, Weeks/Months
1	GNSS LTE & UHF SmartAntenna	10	units	
1.1	GNSS Field Controller	10	units	
1.2	External RTK Antenna	10	sets	
1.3	Pole Set-Up Accessories	10	sets	
1.4	Tripod Set-Up Accessories	10	sets	
1.5	Memory Devices and Power Cables			
	 1 GB Industrial Grade SD Memory Card 	20	pcs	
	8 GB Industrial Grade Memory Stick	10	pcs	
	Data Transfer cable	10	pcs	Thirty (30)
	Power Cable	10	pcs	Calendar Days
1.6	Battery and Chargers			upon receipt of
	Multi-Bay Battery Charger	10	pcs	NTP
	Lithium-Ion Battery	50	pcs	
1.7	Hard Containers	10	units	
1.8	GNSS Complete Care Package (CCP)	10	units	
1.9	Processing Software	5	units	
1.10	Laptop for Processing (at least i9 11th			
	Generation Processor with License	3	units	
	Microsoft Office)			
2	3-year Complete Customer Care Package			
	(CCP) (Leica Infinity- Existing	4	units	
	Processing Software)			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	5 sets with complete accessories of GLOBAL NAVIGATIONAL SATELLITE SYSTEM (GNSS)	
	SPECS AND CAPABILITIES:	
	 1.A LTE & UHF Unlimited SmartAntenna RTKplus with intelligent management of multi-frequency, multi- constellation signal capable of tracking and logging of the following satellites: (GPS) Global Positioning System (USA Satellite System) GLONASS (Russian Satellite System) Beidu (Chinese Satellite System) Galileo (European Satellite System) QZSS (Japan Satellite System) SBAS with at least 555 channels or more for better signals, faster aqusition and high sensitivity with intelligent selection to automatically reject noisy signals with TILT COMPENSATION with Inertial Measurement Unit (IMU) that is immune to magnetic disturbances and is calibration-free. with DGNSS performance that enables the GNSS receiver to compute DGPS positioning which provide improved location accuracy with IP66 / IP68 proof protection against water, sand and dust. with rugged aluminum housing built for the most 	
	demanding environments - can withstands topple drop from a 2meter survey pole onto hard surfaces	
	 can operate on extreme temperatures of -40°C to +65°C Raw data and RINEX data logging, NMEA out 20 Hz positioning update rate 	
	1.B FIELD CONTROLLER	
	 SPECS AND CAPABILITIES: Ruggedized controller with touch display at least Windows 10 or latest /Android 8 or latest at least 4GB RAM and at least 32GB internal memory 	

- with SD card slot and Mass-Storage device support
- Includes internal Bluetooth/WLAN module, 3.75G GSM/UMTS and internal TS communication module
- integrated Disto-Lasermeter, QWERTY keypad, & with stylus
- with built-in SURVEYING FIELD SOFTWARE that has the following features:
 - * Stunning 3D Viewer
 - * Consistent user interface
 - * Job and Data Management
 - *Online connectivity and extensive assistance
 - * Fully control the work method and quality
 - * Variety of Sensors and collection routines
 - * Powerful coding and linework
 - * Extensive stake routines
 - * In-field computations
 - * Additional common apps Including (but not limited to) Alignment Editor, Determine Coordinate System, GS Base Setup, Hidden Point, Measure Foresight, Measure Sets, Quick Ground, Rail, Reference Plane, Road, TS Setups (including known backsight, set orientation, resections, height transfers and auto setup), Traverse and Tunnel
- Includes Application Programs as follows:
 - * Measure and Stake Application Program with the following capabilities:
 - Measure includes:
 - Measure, Code points, automatically measure points, Remote Heights, Target Offset calculations
 - Setup includes:
 - Get station coordinates from GNSS, from Job or enter manually
 - Orientation by known Azimuth
 - Orientation by known Backsight
 - Orientation & Height transfer to up to 10 target points
 - Resection up to 10 target points
 - Resection Helmert
 - Orientate to object
 - Stake points includes:
 - Navigate to point, Quality control, Automatically select next closest point, Graphical selection of point from map, Edit

heights and offset heights of points, Acoustic beep getting faster when getting closer to point.

COGO includes:

- Inverse, Traverse, Intersections, Angle calculations, Line & arc calculations, Bearing & distance calculations, Shift, Rotate, Scale (manual & matching points), Triangle calculations
- Determine coordinate system:
 - 1 step, 2 step, 3D Transformation
 - All common projections
- Alignment Editor:
 - Horizontal alignments, Vertical alignments, Cross sections, Chainage equations
- 3rd party total station control
- Control data: Create points and lines
- Data import:
 - ASCII, XML, DXF, DTM, alignments
- Data export:
 - ASCII, Custom, DXF, XML, Style Sheets, FBK, RW5, RAW and local formats
- Licensed Measure and Stake to Line Application or equivalent
- Licensed Traverse Application or equivalent
- Licensed Rinex Export Application or equivalent

1.C EXTERNAL RTK ANTENNA

- Multiband Antenna for 700-2700 MHz GSM/UMTS/LTE mobile networks and 900 MHz radio.
- UHF radio antenna for GNSS SmartAntenna (frequency range 403-473 MHz).
- Gainflex radio antenna (frequency range 403-473 MHz) (must be compatible with the system currently used by CAAP)

1.D POLE SET-UP ACCESSORIES (GNSS ROVER)

- Telescopic aluminum/carbon fibre GNSS Pole
 - Aluminum pole with snap-lock for rapid set-up
 - with 5/8" screw and includes circular bubble
 - quick snap connector. Allows fast and easy mounting of the GS Antenna on the pole
- Pole Holder plate for the field controller

- Clamp arrangement for attaching holder plate to all poles
- Dual-Strut support /Bi-pods
 - with 2 telescopic legs, for rapid set-up
 - suitable for poles of all diameters

1.E TRIPOD SET-UP ACCESSORIES (GNSS ROVER)

- Wooden Tripod
 - Heavy duty self-closing tripod with carrying straps and side clamp screws.
 - Packaged length 110 cm (3.61 ft), extendable to 180 cm (5.91 ft), weight 6.4 kg (14.1 lb).
- Tribrachs with optical plummet
- GNSS Carrier with 5/8" screw thread
 - For direct fitting of GNSS Antenna
 - Reflector centering accuracy of 1.0 mm.
- Measuring Tape
 - Hook to precisely measure the height of GNSS Antenna and Reflectors
 - with integrated tape measure in mm and inches

1.F. MEMORY DEVICES AND POWER CABLES

- 2 pcs (per unit) at least 1 GB Industrial grade SD Memory Card
- 1 pc (per unit)- at least 8 GB Industrial grade USB Memory Stick
- 1 pc (per unit) Data Transfer Cable
 - 1.65 m. USB cable, (Lemo to USB)
 - Transfer data from field controller to GNSS receiver
 - Transfer data from GNSS receiver to PC
 - USB data transfer between CS09 or CS10/25 To PC
- 1pc (per unit) Power Cable
 - 1.80 m. cable, (Lemo1, 8pin)
 - Allows GNSS receiver to be externally powered.

1.G. BATTERY AND CHARGERS

- 1 unit (per unit) Multi-Bay Battery Charger
 - Charges at least 2-4 batteries
 - Includes power cable
- 5 pcs (per unit)- Lithium-Ion Battery
 - 11.1 V / 3500 mAh, Rechargeable

1.H HARD CONTAINERS

Hard Containers for 2 SmartAntennas

• with compartments for all the accessories for Base and Rover Set-up.

1.I Three (3)-year GNSS Complete Care Package (CCP)

• Care Package for both GNSS SmartAntenna and Field Controller

1.J PROCESSING SOFTWARE

- At least 5 units Proprietary Processing Software
- At least **3 units Processing Laptop** (with at least i9 11th Generation Processor bundled with Licensed Microsoft Office)

4 units of CUSTOMER CARE PACKAGE (CCP) OF EXISTING SOFTWARE

- 3-YEAR Complete GNSS & Terr. Bundle Customer Care Package (CCP) of existing four (4) Processing Software licenses of This Authority.

Note: *All items above must be compatible with the GNSS system currently used by Civil Aviation Authority of the Philippines (CAAP) to wit:

- a. GNSS Base and Rover Systems:
 - Leica GS15 Units and its Accessories
 - Leica GS25 Units and its Accessories
- b. All GNSS unit/models should be equipped with internal modem and internal UHF radio for RTK Rover and RTK Base usage
 - c. Leica Infinity Processing Software

SUBMITTED BY:

Signature:	
Name of Company:	
Date	

TERMS OF REFERENCE

PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES

I. RATIONALE

ADMS is currently implementing numerous projects and additional DOTr downloaded projects which involves survey works for both horizontal and vertical developments of airports as well as the Obstacle Limitation Surface (OLS) Survey of various airports and numerous land survey requests for old claims and ongoing site acquisition projects.

Given the number of projects being handled by this office due to the downloading of funds from the DOTr, purchase of the new sets of the abovementioned equipment is a necessity for this office to be able to perform its functions properly and on time that would increase the productivity and accomplishments as a unit.

II. GENERAL OBJECTIVE

The Civil Aviation Authority of the Philippines as the procurement entity, seeks proposals from competent and eligible bidders/suppliers to supply, deliver and train authorized CAAP personnel on the operation of the GNSS Equipments and its software.

III. APPROVED BUDGET OF CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is Fifteen Million Pesos (Php 15,000,000.00) inclusive of 12% VAT and all other applicable government taxes and charges.

IV. TECHNICAL SPECIFICATIONS

Under this section, the winning bidder/supplier shall provide services including but not limited to the purchase and delivery of GNSS Equipments, Software and its Accessories that shall conform to the technical specifications indicated on the Approved Program of Works (POW).

V. SCOPE OF WORK / GENERAL REQUIREMENTS

- 1. Before the bidding process, the prospective bidder/supplier shall:
 - a. Conduct Actual Field Demonstration/Compatibility Test.
 - a.1. The Supplier/Prospective bidder shall conduct actual field demonstration/survey using the offered GNSS unit/s with the existing CAAP GNSS system showing that both were technically compatible and working harmoniously in Static and Real-Time Kinematic (RTK) mode.

- a.2. The Resultant Data of the above actual demo should also be processed using the existing GNSS processing software that CAAP uses.
- a.3. Certification will be issued by the procuring entity attesting the products offered had passed compatibility testing for both GNSS Systems and its Software.
- 2. The Bidder/Supplier shall include the Proprietary Processing Software (License) of the GNSS offered with no additional cost to CAAP with a minimum of four (4) units.
- 3. Minimum of four (4)-day extensive and thorough training for both GNSS units and the processing software shall also be included in the bid proposal with no additional cost to the procuring entity.
- 4. Any hardware and/or software requirement/s that may be necessary for both GNSS to work simultaneously (compatibly) shall be provided by the winning bidder with no additional cost to CAAP.
- 5. The winning bidder shall ensure that the GNSS equipment is registered and calibrated. Certificate of Registration issued by National Mapping and Resource Information Authority (NAMRIA) and a Certificate of Calibration from the manufacturer shall be submitted to this Authority.

VI. BIDDER'S QUALIFICATION

- 1. The Bidder shall pass the Compatibility Test/Actual Field Demonstration of the product with the offered GNSS instrument with the existing CAAP GNSS system and that the resultant data may also be processed on this Authority's existing Processing Software.
- 2. Must be registered with Securities and Exchange Commission (SEC) capable of implementing the project consistent with the primary purpose as it appears in its Articles of Incorporation.
- 3. The Bidder must submit a certification issued by the product manufacturer that they are a CERTIFIED PARTNER and that the manufacturer shall extend DIRECT TECHNICAL SUPPORT to end-user for the product being offered.
- 4. The Bidder/Supplier must have local service center in the Philippines authorized by the manufacturer to perform maintenance and repair works on the products.
- 5. The bidder/Supplier shall submit a manpower certification A factory trained Service Technician available in the Philippines (with Certificate from factory).

VII. WARRANTY / GUARANTEE ON EQUIPMENT

1. The SUPPLIER/CONTRACTOR must submit a **Warranty Certificate** and shall warrant the Equipments to be operational and free from all defects for a period of

not less than One (1) year for parts and services for both hardwares and sofwares from the date of acceptance of the whole project. The contractor shall repair and make good at its own expense any defects which may develop during the warranty period.

- 2. The warranty period shall only commence upon formal acceptance of the hardware and software. The contractor shall repair and make good at its own expense any defects which may develop during the warranty period.
- 3. The Supplier/Contractor shall guarantee that all spare parts necessary for the maintenance/repair/replacement of the equipment shall be available for at least one (1) year after the end-of-production of the type of equipment repaired.

VIII. SERVICE-LEVEL AGREEMENT WITHIN WARRANTY PERIOD

- 1. In case of equipment pull-out, a service or replacement unit of the same specifications as that of the malfunctioning equipment shall be provided while the faulty equipment is undergoing repair or diagnostic.
- 2. The winning bidder shall at all times, maintain the equipment functional and in running condition by providing the post maintenance support and service including:
 - After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by the winning bidder/supplier within 48-72 hours after receipt of a verbal and/or written notice from the procuring entity.
 - ➤ Operations and management of all hardware and license software products if any.
 - ➤ Deploying support technician for immediate maintenance, trouble shooting, and repair purposes, for the duration of the warranty period.
 - ➤ Keeping stock/buffer of required replacement parts for quick response time.

IX. PERIOD AND PLACE OF DELIVERY

The winning bidder shall supply and deliver the product at CAAP Main Office, through the **Supply Division** and shall be completed within Thirty (30) calendar days upon receipt of the Notice to Proceed (NTP)/Purchase Order (PO).

Deliveries should be made within office hours and on regular working days on or before the stipulated date in the NTP/PO unless otherwise specified for valid reason why the same cannot be complied with.

X. ACCIDENT & DAMAGES

In the PERIOD OF DELIVERY of the equipments, the CAAP shall not be responsible for any accident, death, injuries and diseases suffered by the supplier/contractor or any

of its employees or laborers. Likewise, the CAAP shall not be responsible for any loss or damage of materials, tools, equipment delivered on the airport. Damages on CAAP properties and equipment caused by the supplier/contractor shall be replaced/repaired at its own expense to the satisfaction of the CAAP.

XI. TERMS OF PAYMENT

The full payment shall be made after completion of the project as detailed below:

Timeline	Project Deliverables	Documentary Requirements
Within Thirty (30) Calendar Days from receipt of NTP	 Supply and delivery of GNSS Equipments, Software and its Accessories Submission of Warranty Certificate Submission of Certificate of Registration issued by (NAMRIA) Submission of Certificate of Calibration from the manufacturer Actual Training and Demonstration on the GNSS product and its Processing Software 	 Delivery Receipt received by Supply Division or end-user Warranty Certificate Certificate of Inspection and Acceptance issued by CAAP Final Certificate of Completion and Turn Over issued by the winning Bidder stating the project is 100% complete Billing Statement or Sales Invoice Tsraining Certificates

All payments shall be inclusive of all applicable taxes.

XII. LIQUIDATED DAMAGES

The Contractor shall be charged with liquidated damages as mandated by RA 9184 and its Implementing Rules in case of any delay in the implementation of the project.

{ATTACH COMPANY LETTERHEAD/LOGO}

Bid Form

Date: Invitation to Bid ² N°:	

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period of 120 calendar 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address	Amount and	Purpose of
of agent	Currency	Commission or gratuity

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

(if none, state "	None")			<u> </u>
Until a formal Co acceptance thereof and y			, this Bid, together inding upon us.	with your written
We understand that you may receive.	at you are not bou	and to accept t	he Lowest Calculat	ed Bid or any Bid
We certify/confirm 10 & 11 of the Bidding		with the eligib	pility requirements	as per ITB Clause
We likewise certify owner and sole propriet and authority to participathe latter's behalf for partnerships, corporation authority by the Name of ensuing contract on the limits of the likewise certification.	or or authorized repate, submit the bitthe Name of Proposes, cooperatives, of Bidder, to particular or authorized reparties.	epresentative of d, and to sign oject of the d or joint ventu cipate, submit	and execute the en Name of the Procestres, insert: is grant to the bid, and to sign	has the full power assuing contract, on uring Entity [for ted full power and and execute the
We acknowledge t attached Schedule of Pri			y page of this Bid F ection of our bid.	form, including the
Dated this	day of		20	
		[in the cap	acity of]	

Duly authorized to sign Bid for and on behalf of _____

Other Bidding Forms

(Annex "A")

Annex "A" Form 1.	Statement of all On-going Contracts
Annex "A" Form 2.	Statement of Single Largest Completed Contract
Annex "A" Form 3.	Joint Resolution Form for JVA

{ATTACH COMPANY LETTERHEAD/LOGO}

Statement of all ON-GOING government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started

Name of Project: ____ Location of Project: _

Name of Company:Address of Company:									
	a. Owner's Name		Contractor's Role	Role		a. Date Awarded	Accomp	Accomplishment	
Name of Contract	b. Address c. Telephone No.	Nature of Work Description	Description	%	Contract Amount at Award	b. Date of Contractc. Contract Durationd. Date Startede. Date Completed	Planned	Actual	Values of Outstanding Works
Government									
Private									
							Total value of outstanding works	Total value of atstanding works	
Submitted by:	(Print Name & Signature)	(ture)							
Designation:									
			! !						
Date:									

{ATTACH COMPANY LETTERHEAD/LOGO}

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

	a. Owner's Name		Contractor's Role	ole		a. Date Awarded
Name of Contract	b. Address c. Telephone No.	Nature of Work	Description	%	Contract Amount at Award	b. Date of Contractc. Contract Durationd. Date Startede. Date Completed
ubmitted by:						
•	(Print Name & Signature)	nature)				
Designation:						
Date:						

Name of Company:___Address of Company:_.

Name of Project: ____ Location of Project: _

		JOINT RESOLUT	
		, with	(Bidder / Name of xisting under the Laws of the office address at, represented
herein	by its	,	, and
	organized and	existing under with	main office address at, represented by herein by
its Joint V	Venture (JV) Agreeme	nt to undertake the follow	, have entered into a wing project / contract:
		(Name of Project / Cor	ntract)
entered	d into by the joint venture as in the Joint Venture as To appoint Officer and Official Rempowered to enter in document in the name	re in the name of the join follows: epresentative, to represent contract in the name of of the Joint Venture requirements.	and conduct of the contract that was not venture, it is hereby resolved by the as the Authorized Managing not, to manage the Joint Venture and is f the Joint Venture, or to sign for any quired by the (Procurement Agency)
	or any entities pursuan	t to the terms of the Join	t Venture Agreement:
2.	as the Lo Officer) as Venture, and are grante all acts necessary and Bidding and Undertak fully and effectively an power of substitutio authorized and empow	ead Partner of the Joint the Official Representated ed full power and authority for to represent the Joining of the said contracted and the Joint Venture may and revocation.	Venture and (Name of Authorized tive & Managing Partner of the Joint ty to do, execute and perform any and int Venture in the Eligibility Check, in the name of the Joint Venture, as do and if personally present with full cuments pertaining to the above stated ure.
3.	1 0	to be jointly and several	Ily liable for their participation in the the said contract.

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 <u>Name of Contract / Project</u> to the agency of the government, which in this case, the (Name of Procurement Entity

4.

);

Name of Bidder (Lead Partner)	Name of Bidder (Member Partner)
By:	By:
Signature & Name of Managing Officer	Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position
Name of Bidder (Member Partner)	Name of Bidder (Member Partner)
By:	By:
Signature & Name of Managing Officer	Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position
SIGNED IN	THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF T	HE PHI	LIPPINE	S)	
CITY OF)S.S.	
BEFORE ME, a N this day o	Notary Pu f	ublic, for a	and in the City of 20 personally appe	, Philippines, eared the following persons:
NAME		Com	munity Cert. No.	Date / Place of Issue
Representing	to	be	the	of
			and	of respectively, known to me and
and deed as well considerations the This Instrument	as of the erein set consist at is writ	e corpora forth and s of TH ten and si	tions which they represent that they are duly author IREE (3) pages included	ne is their free and voluntary act sent, for the uses, purposes, and orized to sign the same. uding this page wherein this I their instrumental witnesses on
WITNESS MY labove written.	HAND A	AND NO	TARIAL SEAL at the	e place and date hereinafter first
				NOTARY PUBLIC
Doc. No Book No Page No Series of				

Other Bidding Forms

(Annex "B")

Annex "B" Form 1	Bid Securing Declaration
Annex "B" Form 2	Conformity with Technical Specification as stated in Section VII
Annex "B" Form 3	Omnibus Sworn Statement

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHI	(LIPPINES)
CITY OF) S.S.
X	X

BID SECURING DECLARATION

Invitation to Bid: [Insert Reference number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

	Affiant
of execution], Philippines. Affiant/s is/are perme through competent evidence of identity (A.M. No. 02-8-13-SC). Affiant/s exhibit identification card used], with his/her photo	efore me this day of [month] [year] at [place ersonally known to me and was/were identified by as defined in the 2004 Rules on Notarial Practice ted to me his/her [insert type of government ograph and signature appearing thereon, with no. ficate No issued on at
Witness my hand and seal this da	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}

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], as shown in the attached duly notarized Special Power of Attorney;

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	Ι 1	have	hereunto	set	my	hand	this	 day	of	,	20	at
	,	Philippines.												

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to be of execution], Philippines. Affiant/s is/are p me through competent evidence of identity (A.M. No. 02-8-13-SC). Affiant/s exhibited identification card used], with his/her photen and his/her Community Tax Cert	ersonally known to as defined in the ited to me his/hograph and signa	to me and was/were identified by 2004 Rules on Notarial Practice ter [insert type of government ture appearing thereon, with no.
Witness my hand and seal this o	day of [month] [ye	ear].
	Serial No. of Co Notary Public fo Roll of Attorney PTR No.	TARY PUBLIC mmission or until os No [date issued], [place issued] [date issued], [place issued]
Doc. No Page No Book No Series of		
* This form will not apply for WB funded p	projects.	

Other Bidding Forms

(Annex "C")

Annex "C"	Form 1	Bill of Quantities
Annex "C"	Form 2	Goods Offered From Abroad
Annex "C"	Form 3	Goods Offered From Within Philippines

CAAP-BAC-SF Annex "C" Form 1

{ATTACH COMPANY LETTERHEAD/LOGO}

BILL OF QUANTITIES

Project: PURCHASE OF GNSS EQUIPMENTS, SOFTWARE AND ITS ACCESSORIES

Location: CAAP, MAIN OFFICE

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1.	GNSS LTE & UHF SmartAntenna	10	units		
1.1	GNSS Field Controller	10	units		
1.2	External RTK Antenna	10	units		
1.3	Pole Set-Up Accessories	10	Units		
1.4	Tripod Set-Up Accessories	10	units		
1.5	Memory Devices and Power Cables				
	* 1 GB Industrial Grade SD Memory Card	20	pcs		
	* 8 GB Industrial Grade Memory Stick	10	pcs		
	* Data transfer Cable	10	pcs		
	* Power Cable	10	pcs		
1.6	Battery and Chargers				
	*Multi-Bay Battery Charger	10	pcs		
	*Lithium-Ion Battery	50	pcs		
1.7	Hard Containers	10	pcs		
1.8	GNSS Complete Care Package (CCP)	10	units		
1.9	Processing Software	5	units		
1.10	Laptop (for Data Processing)	3	units		
2.	Customer Care Package (CCP) for Leica Infinity – the Authority's existing Processing Software)	4	units		
	Pesos Amount in Words				
	and centavos				

TOTAL	BID AMOUNT (Php)	-		
TOTAL	BID AMOUNT IN WORDS	 	 	

SUBMITTED BY:

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

{ATTACH COMPANY LETTERHEAD/LOGO}

For Goods Offered from Within the Philippines

Name of Bidder ______. Invitation to Bid⁴ Number _. Page of ____.

	2	3	4	5	6	7	8	9	10
	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Fina Destination (col 9) x (col 4
					I				l
•	[signature	21			[in the	e capacity o	of1		=

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 $^{^{4}}$ If ADB, JICA and WB funded projects, use IFB.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	<u>gal Do</u>	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	and 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,
	(c)	and 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;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Teo	chnica	l Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
	(h)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, to include schedule of requirements if applicable <u>and</u>
		This shall include all of the following documents as attachment to the conformity with technical specifications:
		1. Schedule of Requirements;
		2. Brochure of the product being offered;
		3. Distributorship certificate appropriate to the product being offered
		4. Warranty Certificate
		5. GNSS Compatibility Testing and Certification to be issued by CAAP ADMS with respect to the technical compatibility of units being offered

in Static and Real-Time Kinematic mode. \Box (i) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. 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 prescribed under the 2016 Revised Implementing Rules and Regulations (R-IRR) of RA 9184; and 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 \square (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 The prospective bidder's computation of Net Financial Contracting Capacity (k) (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint \square (1) venture is already in existence; 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 (m) Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Bill of Quantities / Price П (n) Schedule(s); and Original of duly signed and accomplished forms for Goods offered from the □ (o) Philippines and/or Abroad.

<u>Oth</u>	er do	cumentary requirements under RA No. 9184 (as applicable)
	(p)	[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.
	(q)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

