



**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
ILOILO INTERNATIONAL AIRPORT**

PHILIPPINE BIDDING DOCUMENTS

REPAIR AND MAINTENANCE OF 3 UNITS PBB AT ILOILO INTERNATIONAL AIRPORT

Government of the Republic of the Philippines

**Sixth Edition
April 17, 2024**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Civil Aviation Authority of the Philippines

**INVITATION TO BID
FOR**

**REPAIR AND MAINTENANCE OF 3 UNITS PBB
AT ILOILO INTERNATIONAL AIRPORT**

1. The *Civil Aviation Authority of the Philippines Iloilo International Airport*, through the *CAAP Corporate Operating Budget CY 2024* intends to apply the sum of **One Million Seven Hundred Fifty-Two Thousand Four Hundred Seventy-Seven Pesos & 33/100 (₱ 1,752,477.33)** being the ABC to payments under the contract for **REPAIR and MAINTENANCE of 3 UNITS PBB at ILOILO INTERNATIONAL AIRPORT, AREA6-PB-2024-002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Civil Aviation Authority of the Philippines Iloilo International Airport*, now invites bids for the above Procurement Project. Delivery of the Goods is required by **One Hundred Twenty (120) Calendar Days**.. Bidders should have completed, within **5 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *Civil Aviation Authority of the Philippines Iloilo International Airport* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM, Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 17, 2024 from 8:00 am to 5:00 pm until May 8, 2024 @ 9:30 AM** from the given address *and upon payment of the applicable fee for the Bidding Documents and a Letter of Intent, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (₱ 5,600.00)*. The Procuring Entity shall allow the

bidder to present its proof of payment for the fees *by the manner if it will be presented in person, by facsimile, or through electronic means.*

6. The **Civil Aviation Authority of the Philippines Iloilo International Airport** will hold a Pre-Bid Conference¹ on **April 26, 2024 at 9:30 AM** at the **Conference Room Administration Building, CAAP Iloilo International Airport**, 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, (ii) online or electronic submission as indicated below, or (iii) both} on or before **May 8, 2024 @ 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 **May 8, 2024 @ 9:30 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Civil Aviation Authority of the Philippines Iloilo International Airport** 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:

CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Iloilo International Airport
Cabatuan, Iloilo
bac_area6@caap.gov.ph
(033)-3211950; (033)-3299500 loc. 3266

April 17, 2024

(SGD.) CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Iloilo International Airport

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines Iloilo International Airport* wishes to receive Bids for the **REPAIR AND MAINTENANCE OF 3 UNITS PBB AT ILOILO INTERNATIONAL AIRPORT**, with identification number **AREA6-PB-2024-002**.

The Procurement Project (referred to herein as “Project”) details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2024** in the amount of **One Million Seven Hundred Fifty-Two Thousand Four Hundred Seventy-Seven Pesos & 33/100 (₱ 1,752,477.33)**.

2.2. The source of funding is the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **REPAIR AND MAINTENANCE OF 3 UNITS PBB AT ILOILO INTERNATIONAL AIRPORT** 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* 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days** after the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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 | |
|------------|---|
| 3.0 | Site inspection is mandatory. Bidder must comply with the Certificate of Site Inspection as part the Bidding Documents. |
| 5.3 | For this purpose, contracts similar to the Project shall be completed within 5 years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Sub-contracting is not allowed.</i> |
| 12 | The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱ 35,300.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱ 88,250.00 [(5%) of ABC] if bid security is in Surety Bond. |
| 19.3 | <i>Not Available.</i> |
| 20.2 | <i>Not Available.</i> |
| 21.2 | <i>Not Available.</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{Include if Framework Agreement will be used:} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents -</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Civil Aviation Authority of the Philippines Iloilo International Airport. 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 Civil Aviation Authority of the Philippines Iloilo International Airport. 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:</p> <p>ENGR. EUSEBIO F. MONSERATE JR. Acting Area Manager Area Center VI</p> |
| | <p>Spare Parts -</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof is 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 three (3) times.</p> |

| | |
|--|---|
| | <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p> |
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> |

| | |
|-----|---|
| | <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.1 | No mobilization fees or advance payments shall be extended or paid to any project as per DOTr Memorandum dated 10 July 2018 and Area CAAP Memorandum dated July 23, 2018 |
| 2.2 | Partial payment shall be allowed as per CAAP Memorandum Circular No.: 11-2021 |
| 4 | The inspections and tests that will be conducted are: <i>Inspection Test to be conducted by CAAP Personnel Inspectors.</i> |

Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|--|-----------------|--------------|---|
| | Repair And Maintenance Of 3 Units PBB At Iloilo International Airport | One (1) Lot | | Completion Schedule of materials and goods shall be delivered within One Hundred Twenty (120) Calendar Day/s upon the effectivity of the Notice to Proceed |
| | | | | |

Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

| <i>FRAMEWORK AGREEMENT LIST (AGENCY)</i> | | | |
|---|---|-----------------------------------|---------------------------------------|
| <i>Item / Service Type and nature of each item/service</i> | <i>Cost per item or service</i> | <i>Maximum Quantity</i> | <i>Total Cost per Item</i> |
| | | | |
| | | | |
| | | | |
| <i>TOTAL (Approved Budget for the Contract)</i> | | | |
| <i>Expected delivery timeframe after receipt of a Call-Off.</i> | <i>Within [no. of days] calendar days upon issuance of Call-off.</i> | | |
| <i>Remarks</i> | <i>Indicate here any other appropriate information as may be necessary.</i> | | |
| | | | |
| <i>SIGNATURE OVER PRINTED NAME</i> | <i>POSITION</i> | <i>DEPARTMENT/DIVISION</i> | |

Section VII. Technical Specifications

Technical Specifications

| REPAIR AND MAINTENANCE OF 3 UNITS PBB AT ILOILO INTERNATIONAL AIRPORT | | |
|---|--|-------------------------|
| Item | Specifications | Statement of Compliance |
| | GENERAL CONDITIONS: | |
| 1.0 | Administrative Requirements: | |
| | The Contractor shall comply with the following: | |
| 1.1 | Visit and inspect the site to apprise oneself of the actual condition that will affect the implementation of the project to be done. The Contractor shall secure a Certificate of Site Inspection from the Civil Aviation Authority of the Philippines (CAAP). | |
| 1.2 | Comply with the security, safety, Iloilo International Airport house rules, and plans for maintaining site cleanup. | |
| 1.3 | Investigation and submission of report/s to Iloilo International Airport for any accident or untoward incident that may occur at the site for the duration of the project. | |
| 1.4 | Assume all responsibility for injuries to persons and damages to Iloilo International Airport and other property caused by the execution of the works and shall be liable for any claims against Iloilo International Airport on account of such injury and/or damage. | |
| 2. Prohibitions: | | |
| 2.1 | Drinking of liquor, smoking and gambling in the building and the Contractor's storage area. | |
| 2.2 | Cooking of any kind of food and eating in the project/work area. | |
| 2.3 | Loitering in areas other than the project site. | |
| 3. Safety and Sanitation Requirements: | | |
| 3.1 | Workers engaged in the project shall wear appropriate personal protective equipment. | |
| 3.2 | Employees of the Contractor shall wear uniform/T-shirts marked with the Contractor's company name and shall wear valid company I.D. while inside the Iloilo International Airport premises. | |
| 3.3 | All areas affected by implementation of the project shall be thoroughly cleaned to the full satisfaction of the Iloilo International Airport . | |

| | | |
|--|--|--|
| 3.4 | All Solid Waste must be properly segregated and disposed accordingly. | |
| 3.5 | All Hazardous waste should be disposed to the Material Recovery Facility of Iloilo International Airport for proper storage and disposal to accredited transporter. | |
| 4. Requirements for Storage of Equipment: | | |
| 4.1 | All equipment shall be stacked in a stable and self-supporting manner. All sharp objects shall be removed to avoid injury to workers and Iloilo International Airport personnel. | |
| 4.2 | Passageways and all access ways shall be kept free from equipment and material obstructions at all times. | |
| | | |
| | SCOPE OF WORK | |
| | The Contractor shall provide all labor, materials, equipment, tools, technical supervision and expertise for the Repair and Maintenance of 3 Units PBB at Iloilo International Airport, Cabatuan, Iloilo. | |
| 1.0 | Replacement of Operators Panel at PBB 1/ Gate 5 | |
| 1.1 | Supply and delivery of new operator's panel GOT 200 Series with complete accessories. | |
| 1.2 | Dismantle the existing operator's panel of PBB 1. | |
| 1.3 | Install the new operator's panel and connect to the system. | |
| 1.4 | Power ON the system and adjust the settings of PBB based on original set-up of PBB 1. | |
| 1.4 | Testing of PBB 1 operations, testing of all functions including the limits and alarms. | |
| 1.6 | Prepare and submit service report | |
| 12.0 | Replacement of Programmable Logic Controller of PBB 2 / Gate 4 | |
| 2.1 | Supply and delivery of one (1) set of PLC (FP7) with complete accessories. | |
| 2.2 | Dismantling of existing PLC of PBB 2 and its accessories and devices. | |
| 2.3 | Install the new PLC and its accessories and devices | |
| 2.4 | Programming of new PLC using FP7 Pro Software, install PBB Programs and settings | |

| | | |
|-----|--|--|
| 2.5 | Testing of PBB 2 operations, testing of all functions including the limits and alarms. | |
| 2.6 | and submit service report. | |
| 3.0 | Replacement of worn-out Rubber Bumper of PBB 3 | |
| 3.1 | Supply and delivery of new rubber bumper with the same size and thickness of the existing rubber bumper. | |
| 3.2 | Dismantle the existing rubber bumper of PBB 3. | |
| 3.3 | Install the new rubber bumper, check the alignment and tightened all the fixing bolts. | |
| | | |
| | Operator's Panel | |
| | Must be Mitsubishi Brand | |
| | Must be GOT 2000 Series | |
| | Must be of the same dimensions with the existing | |
| | Must include the following accessories: | |
| | Mitsubishi Video Input Unit | |
| | RS232C Cable | |
| | TV/Monitor Cover | |
| | | |
| | Programmable Logic Controller | |
| | Must be of Panasonic brand | |
| | Must be FP7 model | |
| | Software must be FP7 Pro | |
| | Input and output units must be compatible with the PLC | |
| | | |
| | Rubber Bumper | |
| | Must be D-Type | |
| | Must comply to the following dimensions: | |
| | L=26mm, W=130mm, H=120mm, t=10mm | |
| | | |
| | Multi-purpose Grease | |
| | Must be EP2 Type grease | |
| | Must be in pail with not less than 16kg net weight | |
| | | |
| | Brush | |
| | Must be 3'' in width | |
| | Must be bent brush with long handle | |
| | | |

I. APPLICABLE STANDARDS

1. Occupational Health and Safety
2. UL/cUL
3. CE
4. KCs
5. EN/IEC

II. TERMS AND CONDITIONS

1. The Contractor shall, within seven (7) calendar days after issuance of Notice to Proceed , must submit delivery schedule and Gantt chart.
2. The project shall be completed within one hundred twenty (120) calendar days from the effectivity date indicated in the Notice to Proceed.
3. The Contractor represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
4. All works must be done without disruption on the working conditions of the airport.
5. The Contractor's Warranty shall be for a period of one (1) year after acceptance of the project. The warranty shall include the cost of parts and labor. During the warranty period, the Contractor must rectify any defects within three (3) days from time received of request from CAAP.
6. Payment will be made as follows:
 - a. 50% progress payment will be made after issuance by the CAAP of Certificate of 50% accomplishment and submission of all documents.
 - b. Full payment will be made after issuance by the CAAP of Certificate of Acceptance and submission of all documents.
 - c. All payments shall be subject to applicable taxes.
7. The execution of all works shall be subject to the inspection and acceptance by the CAAP authorized representatives.

[Use this form for Framework Agreement:]

Technical Specifications

| TECHNICAL SPECIFICATIONS | | | |
|---------------------------------|-------------------------|---|--|
| <i>Item / Service</i> | <i>Maximum Quantity</i> | <i>Technical Specifications / Scope of Work</i> | <i>Statement of Compliance</i> |
| | | | <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.]</i></p> |
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***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (g) 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

- (h) 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

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

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

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

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

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

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION

Invitation to Bid: *[Insert Reference number]*

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

I/We³, 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*

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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 _____

Bid Form

Date: _____
Invitation to Bid⁴ N^o: _____

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

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB Clause Error! Reference source not found.** 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:⁵

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

(if none, state "None")

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

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

⁴ If ADB, JICA and WB funded projects, use IFB.

⁵ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**For Goods Offered From Abroad
(Price Schedule)**

Name of Bidder _____.

Invitation to Bid⁶ Number _____.

Page _____ of _____.

| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|------|-------------------|----------|---|--|--|--------------------------------------|---------------------------------------|-------|
| Item | Description | Unit | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIF 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) | Brand |
| | | | | | | | | | | |
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| | | | | | | | | | | |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁶ If ADB, JICA and WB funded projects, use IFB.

**For Goods Offered From Within the Philippines
(Price Schedule)**

Name of Bidder _____
 Invitation to Bid Number _____
 Page _____ of _____

**For Goods Offered From Within the Philippines
(Price Schedule)**

Name of Bidder : _____
 Invitation
 to Bid
 Number: _____
 Page: _____ of _____

| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|------|--|------|-------------------|----------|-------------------------|---|--|--|---------------|---|-------|
| Item | Description | Unit | 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, | Total Price delivered Final Destination | Brand |
| | | | | | | | | | per unit | (col 9) x (col 4) | |
| | | | | | | | | | (col 5+6+7+8) | | |
| | REPAIR and MAINTENANCE of 3 UNITS PBB at ILOILO INTERNATIONAL AIRPORT | | | | | | | | | | |
| 1.0 | Replacement of PLC of PBB 2 at Gate 4 | 1 | | lot | | | | | | | |
| 2.0 | Replacement of Operator's Panel of PBB 1 at Gate 5 | 1 | | lot | | | | | | | |
| 3.0 | Replacement Parts | 1 | | lot | | | | | | | |

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|------|--|---|--|-----|--|--|--|--|--|--|--|
| | SCOPE OF WORK | | | | | | | | | | |
| | The Contractor shall provide all labor, materials, equipment, tools, technical supervision and expertise for the Repair and Maintenance of 3 Units PBB at Iloilo International Airport, Cabatuan, Iloilo. | | | | | | | | | | |
| 1.0 | Replacement of Operators Panel at PBB 1/ Gate 5 | 1 | | lot | | | | | | | |
| 1.1 | Supply and delivery of new operator's panel GOT 200 Series with complete accessories. | | | | | | | | | | |
| 1.2 | Dismantle the existing operator's panel of PBB 1. | | | | | | | | | | |
| 1.3 | Install the new operator's panel and connect to the system. | | | | | | | | | | |
| 1.4 | Power ON the system and adjust the settings of PBB based on original set-up of PBB 1. | | | | | | | | | | |
| 1.4 | Testing of PBB 1 operations, testing of all functions including the limits and alarms. | | | | | | | | | | |
| 1.6 | Prepare and submit service report | | | | | | | | | | |
| 12.0 | Replacement of Programmable Logic Controller of PBB 2 / Gate 4 | 1 | | lot | | | | | | | |
| 2.1 | Supply and delivery of one (1) set of PLC (FP7) with complete accessories. | | | | | | | | | | |
| 2.2 | Dismantling of existing PLC of PBB 2 and its accessories and devices. | | | | | | | | | | |
| 2.3 | Install the new PLC and its accessories and devices | | | | | | | | | | |

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|--------------|--|---|--|-----|--|--|--|--|--|---|---|
| 2.4 | Programming of new PLC using FP7 Pro Software, install PBB Programs and settings | | | | | | | | | | |
| 2.5 | Testing of PBB 2 operations, testing of all functions including the limits and alarms. | | | | | | | | | | |
| .2.6 | and submit service report. | | | | | | | | | | |
| 3.0 | Replacement of worn-out Rubber Bumper of PBB 3 | 1 | | lot | | | | | | | |
| 3.1 | Supply and delivery of new rubber bumper with the same size and thickness of the existing rubber bumper. | | | | | | | | | | |
| 3.2 | Dismantle the existing rubber bumper of PBB 3. | | | | | | | | | | |
| 3.3 | Install the new rubber bumper, check the alignment and tightened all the fixing bolts. | | | | | | | | | | |
| TOTAL | | | | | | | | | | ₱ | - |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

