PHILIPPINE BIDDING DOCUMENTS

Procurement of Certification Services for CAAP – Flight Standards Inspectorate Service (FSIS) Quality Management System under ISO 9001: 2015 Quality Management System (QMS)

Government of the Republic of the Philippines

Civil Aviation Authority of the Philippines

Bid No. 24-032-06 BRAVO

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.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

INVITATION TO BID

Procurement of Certification Services for CAAP – Flight Standards Inspectorate Service (FSIS) Quality Management System under ISO 9001: 2015 Quality Management System (QMS)-Bid No. 24-032-06 BRAVO

1. The Civil Aviation Authority of the Philippines (CAAP), through the Corporate Operating Budget FY 2024, intends to apply the sum Five Hundred Thousand Pesos (P500,000.00), being the Approved Budgetfor the Contract (ABC) to payments under the contract for the PROCUREMENT OF CERTIFICATION SERVICES FOR CAAP – FLIGHT STANDARDS INSPECTORATE SERVICE (FSIS) QUALITY MANAGEMENT SYSTEM UNDER ISO 9001: 2015 QUALITY MANAGEMENT SYSTEM (QMS):

ITEM DESCRIPTION	QTY	TOTAL ABC
SERVICES OF A CERTIFICATION BODY TO PROVIDE ISO 9001:2015 CERTIFICATION AND SURVEILLANCE AUDIT	1	Php 500,000.00

Bids received in excess of the **ABC** shall be rejected automatically at bid opening.

2. The CAAP now invites bids for the PROCUREMENT OF CERTIFICATION SERVICES FOR CAAP – FLIGHT STANDARDS INSPECTORATE SERVICE (FSIS) QUALITY MANAGEMENT SYSTEM UNDER ISO 9001: 2015 QUALITY MANAGEMENT SYSTEM (QMS). Delivery of Services is required for thirty-six (36) months upon receipt of Notice to Proceed (NTP). Bidders should have completed, within three (3) years from the date of submission and receipt of bids July 08, 2024 @ 9:30 AM, 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 nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Interested bidders may obtain further information from the BAC Secretariat through e-mail at **June 14, 2024** or through the BAC Office, CAAP Compound, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila
- 5. A complete set of Bidding Documents may be purchased by interested Bidders from the June 14, 2024 until the deadline of submission of bids from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 560.00 (inclusive of 12% VAT). The Procuring Entity shall allow the bidder to present its proof of payment for the fees presenting the official receipt in person/through email.

The Bidding Document may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the CAAP Official Website, provided that bidders shall pay the applicable fee for purchase of Bidding Documents not later than the submission of their bids.

6. The CAAP will hold a Pre-Bid Conference on **June 24**, **2024** @ **9:30 AM** which shall be opento all prospective bidders. Upon entering the Google Meet virtual meeting, prospective bidders are instructed to use the following format for their video screens:

- 7. Bids must be duly received by the CAAP BAC Secretariat at the **BAC Office**, **CAAP Compound**, **MIA Road corner Ninoy Aquino Avenue**, 1300 Pasay City, Metro Manila on or before July 08, 2024 @ 9:30 AM.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Late bids shall not be accepted.

- 9. Bid opening shall be on July 08, 2024 @ 9:30 AM live streamed via Google Meet. Meeting ID and Password shall be given to the bidders upon purchase of the Bidding Documents. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the online meeting. For convenience and ease in the conduct of proceedings, bidders or their authorized representatives must provide the CAAP BAC Secretariat, either via e-mail or any acceptable mode of electronic transmission, a copy of their authorization and company identification to participate in the said bidding.
- 10. The bidders must refer to the published Bidding Documents for final guidance.
- 11. The *CAAP* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 RIRR, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat
3rd Floor Supply, Procurement Building
Civil Aviation Authority of the Philippines
Old MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Tel. Nos. (02) 8246-4988 loc.2236
E-mail: bac@caap.gov.ph
www.caap.gov.ph

ATTY. DANJUN G. LUCAS

Chairman, Bids and Awards Committee - Bravo

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, CAAP, wishes to receive Bids for the **PROCUREMENT OF CERTIFICATION SERVICES FOR CAAP – FLIGHT STANDARDS INSPECTORATE SERVICE (FSIS) QUALITY MANAGEMENT SYSTEM UNDER ISO 9001: 2015 QUALITY MANAGEMENT SYSTEM (QMS).**, with identification number **BID No. 24-032-06 BRAVO**.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *Five Hundred Thousand Pesos (P500,000.00)*.
- 2.2. The source of funding is: **CAAP Corporate Operating Budget FY**2024

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:
 - 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 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.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that **Subcontracting** is **notallowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time *through video conferencing* as indicated in paragraph6 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 three (3) years from the date of submission and receipt of bids prior to the deadline for the submission and receipt of bids **July 08, 2024 @ 9:30 AM.**
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention,

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

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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**.

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.

- 14.2. The Bid and bid security shall be valid for a period of *One Hundred Twenty (120) calendar days from the Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one original and two (2) copies each 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 *at its physical address* as indicated in paragraph 7 of the **IB.**
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each minicompetition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) lot.
- 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
 - For Framework Agreement, the following provisions shall apply:
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option

- granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	 a. ISO 9001:2015 CERTIFICATION AUDIT OF ANOTHER GOVERNMENT AND/OR PRIVATE ORGANIZATION WHERE THE CORRESPONDING CERTIFICATE WAS ISSUED FOR THE PURPOSE; b. Completed within three (3) years prior to the deadline for the
	submission and receipt of bids <i>July 08, 2024</i> @ 9:30 AM.
7.1	N/A
12	The price of the Goods shall be quoted DDP to <i>CAAP Central Office</i> , CAAP Compound, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila <i>Philippines</i> 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 <i>Php 10,000.00</i> [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
	or
	b. The amount of not less than <i>Php 25,000.00</i> [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	The Project will be awarded as one (1) lot.
20.2	Compliance to all existing laws and regulations
21.2	N/A

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

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 to CAAP Central Office, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila, Philippines. In accordance with INCOTERMS."		
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered to CAAP Central Office, MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila, Philippines. 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).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is CAAP-FSIS Quality Management Team (QMT) – Atty. Frank Edward G. Marty – Quality Management Representative (QMR) CAAP Central Office, Old MIA Road, Pasay City Metro Manila, Philippines.		
	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 startup 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:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.

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.

The terms of payment shall be as follows: "Please refer to the table below"

Phase	Output	Payment
1 st Payment - After completion of Stage 2 Audit/Certification Audits	Audit Report and/or	50% of total contract cost
2 nd Payment - 1 st Surveillance Audit	Certificate/	25% of total contract cost
3 rd Payment - 2 nd Surveillance Audit	Attestation	25% of total contract cost

- 4 The inspections and tests that will be conducted are:
 - 1. Product Demonstration or presentation during post-qualification to be conducted at a time and place either at PE or supplier's office, or through videoconferencing, provided such arrangement is mutually acceptable to both parties, if applicable.
 - 2. Physical / Actual inspection to ensure conformity with the Technical Specifications provided in the Terms of Reference (TOR).

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.

Description	Quantity	Total	Delivered, Weeks/Months
SERVICES OF A CERTIFICATION BODY TO PROVIDE ISO 9001:2015 CERTIFICATION AND SURVEILLANCE AUDIT	1	1	Thirty-six (36) months upon receipt of the Notice to Proceed (NTP)

Section VII. Technical Specifications

Technical Specifications

Bidders must state either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Specification	Statement of Compliance	Evidence of Compliance
TERMS OF REFERENCE		
Project Title: Procurement of Certification Services for CAAP – Flight Standards Inspectorate Service (FSIS) Quality Management System under ISO 9001: 2015 Quality Management System (QMS)		1. Company Profile highlighting a minimum of 10 related government certification projects for ISO 9001:2015 Quality Management System
Background:		including at least 1 Central Office of a National Agency;
Administrative Order No. 161, "Institutionalizing Quality Management System (QMS) in Government," was issued on October 5, 2006, and was amended by Executive Order No. 605, dated February 23, 2007, mainly to adopt ISO 9001:2015 QMS as part of the implementation of a government-wide Quality Management Program (QMP).		2. Certification from the bidder stating that the certifying body must have the applicable experience and good track record with at least 10 years of
The Government Quality Management Committee (GQMC) was constituted by the heads of the Department of Budget and Management, Department of Trade and Industry, Development Academy of the Philippines, Department		auditing experience;3. Project Implementation Plan

of Interior and Local Government, and Office of the President to formulate policies and oversee, monitor and evaluate the implementation of the Government Quality Management Program (GQMP), and submit progress report to the President. The GQMP shall have the following key components:

- Government QMS Standards (GQMSS). This involves developing a guidance document and adopting relevant ISO management systems and standards that integrate relevant provisions of pertinent laws/rules/regulations to develop a culture of quality and integrity in governance characterized by citizen-focused and well-performing government organizations.
- 2. Advocacy and Capability Building. This is expected to promote awareness, generate support, harness resources, and develop organizational capabilities in establishing, implementing, and continuing improvement of QMS in public sector organizations.
- Certification of Agencies' QMS to GQMSS. The Philippine Certification for ISO QMS (PISO-QMS) shall be established to recognize qualified government organizations that have demonstrated conformity of their QMS to ISO 9001:2000 and the GQMSS.

This initiative has taken place with the Government's aim to institutionalize QMS in all departments and agencies of the Executive Branch, including Government-Owned and Controlled Corporations (GOCCs) and Government Financial Institutions (GFIs), to effect actual improvements in public governance in recognition of the ISO9000 series which ensures consistency of products and services through quality processes.

or Methodology;

- 4. Curriculum vitae of each member of the proposed certification audit team with audit experience of at least 5 years, including auditing of Public Administration/Government Service under ISO 9001:2015 with at least 5 Government Agencies:
- 5. Active accreditation with the Department of Trade and Industry- Philippine Accreditation Bureau with PNS ISO/IEC 17021:2018 to provide Quality Management Systems (QMS) certification services for ISO 9001:2015 QMS.

SCOPE OF WORK

This engagement will involve the following services to be provided by the Certification Body (CB):

1. Certification Audits

- a. Conduct and reporting of Stage 1 audit
- b. Conduct and reporting of Stage 2 audit
- c. Issuance of Audit Report/Audit Findings
- d. Acceptance Report of Correction/ Corrective Actions
- e. Award of ISO 9001:2015 Certificate

2. Surveillance Audits

- a. 1st Annual Surveillance Audit
- b. 2nd Annual Surveillance Audit

Stage 1 audit is intended to review on-site the overall readiness of the ISO 9001:2015 QMS of CAAP - FSIS to proceed to Stage 2 audits.

Stage 2 audit is intended to review the effective implementation and compliance of CAAP – FSIS ISO 9001:2015 QMS with the end view of confirming its overall effectiveness to achieve its objectives.

The surveillance audit is intended to review the continued maintenance of CAAP-FSIS ISO 9001:2015 QMS and achieve its objectives.

Activity	Output	Timeline
	Stage 1 Audit	
Preparation of Stage 1 Audit plan	Stage 1 Audit Plan	Within 10 calendardays upon receipt of the Notice to Proceed (NTP)
2. Conduct of Stage 1 Audit	Stage 1 Audit conducted	Within 30 calendars days upon receiptof NTP
3. Submission of Stage 1Audit Report	Audit Report/Audit Findings	Within 10 workingdays after Stage 1 Audit
4. Evaluation of Correction/ Corrective Actions of Stage 1 Audit Findings	Acceptance Report of Correction/ Corrective Actions	Within 10 calendar days upon receipt of the correction/corrective actions
	Stage 2 Audit	
Preparation of Stage 2/ Certification Audit Plan	Stage 2/CertificationAudit Plan	Within 7 calendar days after Stage 1Audit
2. Conduct of Stage 2/ Certification Audit	Stage 2 Audit conducted	Within 120 calendar days upon receipt of NTP

3. Submission of Stage 2Audi Report	Audit Renort/Audit	Within 10 workingdays after Stage 2 Audit		
4. Evaluation o Correction/ Corrective Actions of Stage 2/ Certification Audit Findings	AcceptanceReport of Correction/	Within 10 calendardays upon receipt of the correction/corrective actions		
Activity	Output	Timeline		
Issuance of ISO 9001:2015 Certificate	ISO 9001:2015 Certificate	Within 15 calendardays upon acceptance of Correction/		
	1 st and 2 nd Surveillance Audits			
3. Surveillar ce audit	Surveillance			
planning	audit plan			

1. Schedule of Audit Sampling

Audit Activity	Man-Day	No. of Audit Sites
Certification Audit – Stage 1	2	1 - CAAP - FSIS
Certification Audit – Stage 2	6	1 - CAAP - FSIS
1st Surveillance Audit	6	1 - CAAP - FSIS
2 nd Surveillance Audit	6	1 - CAAP - FSIS
Total	20	

2. Personnel Complement (as of 06 May 2024)

			Total Manpower						
	Permanent Sites	Permanent	Co- Term	Contract of Service	LSERV	TOTAL			
i.	Civil Aviation Authority of the Philippines (CAAP) Head Office: - FSIS Building - Old MIA Road corner Ninoy Aquino Avenue, Pasay City	124	13	36	50	223			

Source: CAAP-HRMD, Talent Acquisition and Career Management Team

IMPLEMENTING ARRANGEMENTS

- 1. Responsibilities of the Certifying Body (CB):
 - a. Prior to any execution of activities related to this Terms of Reference, the CB's representative shall present the mechanics and rules of the certification process to CAAP QMS Team Leader with the presence of the Overall CAAP – FSIS QMT:
 - b. The CB's representative shall coordinate all audit activities with the QMS Secretariat for confirmation of audit schedules, including any changes on audit methodology or dates or any delay in the activities related to CAAP-FSIS ISO 9001:2015 certification. The representatives from the CB shall coordinate and mutually agree with the CAAP-FSIS QMS Secretariat regarding any changes on the date of schedule of the audit or any delay in the activities related to the ISO certification.
 - c. The CB shall appoint an audit team to conduct the audit of CAAP-FSIS QMS based on the list of recommended CB auditors with curriculum vitae/professional profiles and duly accepted by the CAAP-FSIS in accordance with the qualification criteria for CB auditors:
 - d. The CB, through its designated representative or audit team leader, shall provide the CAAP-FSIS QMS Secretariat a proposed audit plan/itinerary at least ten (10) working days before the audit to enable the proper coordination with concerned, departments, division and section, and their respective personnel, and allow the concerned office to plan for any travel and accommodation, where appropriate;

- e. The CB, through its designated representative or audit team leader, shall submit a written audit report not more than ten (10) working days after completion of an audit as a reckoning for any action required from CAAP-FSIS such as submission of corrective action as appropriate;
- f. The CB, through its designated representative or audit team leader, shall provide written confirmation of the acceptance of corrective actions and/or attestation for the completion of the audit.
- g. The CB shall issue its billing statement/statement of account addressed to the Overall CAAP QMS Team Leader immediately after the completion of the conduct of the audit with either an audit report, confirmation letter, or attestation as a supporting document.

2. Responsibilities of the CAAP-FSIS:

- a. The CAAP-FSIS, through the CAAP-FSIS QMS Secretariat, under the supervision of CAAP FSIS QMT, shall closely coordinate with the CB through its designated representative for the conduct of audits and other certification-related activities such as audit travel and logistics.
- b. The CAAP-FSIS QMS Secretariat shall coordinate with respective Department, Division and Section Heads, as well as process owners and staff for any scheduled audits of the CB and subsequent needed corrective actions to be submitted, if any.
- c. The CAAP-FSIS QMS Secretariat shall coordinate with the CB for any audit or post-audit communications such as concerning the audit report and attestation.
- d. The CAAP-FSIS QMS Secretariat shall initiate immediately the processing of payment upon receipt of the billing statement/statement of account and supporting document from the CB.

DURATION OF THE ENGAGEMENT

- 1. The services of the CB will be engaged for three (3) years. The project is expected to commence in 2024 and will end in 2026.
- 2. The conduct of all audits (Stage 1 and 2 audits, surveillance audits) will take place upon the mutual agreement of the parties, with explicit confirmation of CAAP-FSIS through its CAAP-FSIS OMS Secretariat
- 3. Surveillance audits after the certification audit will be done for two consecutive years based on the date of the Stage 2 Audit.
- 4. The engagement of the CB will end in accordance with the signed contract.

SPECIFIC QUALIFICATIONS

The Certifying Body must comply and provide the procuring entity with the following information and/or supporting documents:

- 1. The certifying body must have the applicable experience and good track record with at least 10 years of auditing experience and must provide the following:
 - a. Company profile highlighting a minimum of 10 related government certification projects for ISO 9001:2015 Quality Management System including at least 1 Central Office of a National Agency;
 - A complete and clear scope of work and implementation/certification methodology;
 - c. Curriculum vitae of the proposed certification audit team with audit experience of at least 5 years, including auditing of Public Administration/Government Service under ISO 9001:2015 with at least 5 Government Agencies;
 - d. Valid PhilGEPS Platinum registration certificate.

2. The certifying body shall have an active accreditation with the Department of Trade and Industry-Philippine Accreditation Bureau with PNS ISO/IEC 17021:2018 to provide Quality Management Systems (QMS) certification services for ISO 9001:2015 QMS. Furthermore, the certifying body shall have an SEC-registered office in the Philippines.

Notes:

- 1. In addition to the audit of the Central Office, covers all regional offices once during the three-year certification cycle.
- 2. The Participating CBs must ensure sufficient job capacity/audit workload relative to capacity to conduct CAAP-FSIS Stage 1, Stage 2, and Surveillance Audits at agreed/determined timelines.
- 3. All information reviewed and recorded by the certification body audit team will be always treated in the strictest confidence.

APPROVED BUDGET FOR THE CONTRACT (ABC)

The engagement of the Certification Body who will provide the ISO 9001:2015 Certification Services will cover a period of three (3) years with an ABC of not more than Five Hundred Thousand Pesos (Php 500,000.00), inclusive of all applicable government taxes, charges, and fees.

TERMS OF PAYMENT

The progress payment for the services of the Certification Body will be made after completion of audit/s supported by Statement of Account/Billing Statement and output, to wit:

Phase	Output	Payment
1st Payment - After completion of Stage 2 Audit/Certification Audits		50% of total contract cost
2 nd Payment - 1 st Surveillance Audit	Certificate/ Attestation	25% of total contract cost
3 rd Payment - 2 nd Surveillance Audit		25% of total contract cost

1st Payment - After completion of Stage 2 Audit/Certification Audits	Audit Report	50% of total contract cost				
2 nd Payment - 1 st Surveillance Audit	and/or Certificate/	25% of total contract cost				
3 rd Payment - 2 nd Surveillance Audit	Attestation	25% of total contract cost				

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Loc	val F	Class "A" Documents
		Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
		<u>or</u>
	(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. In case of recently expired Mayor's or Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement; and
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Te	chnic	cal Documents
	(f) \$	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. A sample Statement format can be found at the end of this checklist for reference; and
	(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within three (3) years from the date of submission and receipt of

Bids July 08, 2024 @ 9:30 AM. A sample Statement format can be found at the end of this checklist for reference.

The SLCC must be accompanied by copy/ies of certificate of end user's acceptance <u>or</u> official receipt/s <u>or</u> sales invoice issued for the contract

NOTE: Collection receipt is not acceptable supporting document for the SLCC per GPPB NPM 125-2015;

and

(h)	also a certification issued by the Insurance Commission;
	or Original copy of Notarized Bid Securing Declaration; <u>and</u>
(i)	Conformity with the Technical Specifications, which should include evidence of compliance; production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
(j)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable. Original Notarized Secretary's Certificate in case of

Financial Documents

Bidder.

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

If it is electronically submitted to the BIR, the Transaction Reference Number shall serve as the proof of submission, in lieu of the manual "Received" stamping. (Source: Revenue Memorandum Circular No. 49-2020); and

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

☐ (I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- □ (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form (full signature in all pages); and
- □ (b) Original of duly signed and accomplished Price Schedule/s (full signature in all pages).

Note: Use the prescribed Forms / Templates (e.g. Bid Securing Declaration, Omnibus Sworn Statement, Financial Bid Form, Price Schedules) which may be accessed through this link: https://www.gppb.gov.ph/downloadables.php

The forms should include all the mandatory provisions as identified in Item 6 of GPPB Circular 04-2020 dated 16 September 2020. Non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.

Statement of the prospective bidder of all <u>its ongoing government and private contracts</u>, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the Bidding Documents.

This is to CERTIFY that (company) has the following ongoing and awarded but not yet started contracts:

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name

Business Address								
Name of Contract/	a. Owner's Name	Nature	Contracto Role	or's	a .Date Awarded b .Date	% Accompl		Value of
Location Project Cost	b. Address c. Telephone	of Work	Description	/0	Started	Planned	Actual	Outstanding Works (Php)
GOVERNMENT					•			
PRIVATE								
						To	tal Cost	P
Submitted by Designation Date		(Printed	d Name & Si	gnat	ure)			

Statement identifying the bidder's <u>Single Largest Completed Contract</u> (<u>SLCC</u>)similar to the contract to be bid, except under conditions provided in Section 23.4.1.3 of this 2016 RIRR, within the relevant period as provided in the BiddingDocuments

This is to CERTIFY that (<u>(company)</u> has the following completed
Contracts forthe period _	

Name of	a. Owner's Name b. Address c. Telephone		Contractor's Role		a. Amount at Award	a. Date Awarded	
Contract		Nature of Work	Description	%	b. Amount at completionc. Duration	b. Contract Effectivity c. Date Completed	

Note: This Statement shall be supported with:

- 1. Notice of Award (NOA) and/ or Notice to Proceed (NTP)
- 2. Certificate of Final Acceptance or Cl

In case of contracts with private sector, an equivalent document shall be submitted. (For this purpose, a duly signed Contract, **or** a Certificate of Final Acceptance

Submitted by		
	(Printed Name & Signature)	
Designation	,	
Date		

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

[e.m. ac cammon man and zia ii anada opic to provide and term of and cooming]
REPUBLIC OF THE PHILIPPINES) CITY OF
BID SECURING DECLARATION Project Identification No.: [Insert number]
To: [Insert name and address of the Procuring Entity]
I/We, the undersigned, declare that:
1. I/We understand that, according to your conditions, bids must be supported by a Bi 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 an procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1 except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
a. Upon expiration of the bid validity period, or any extension thereof pursuant to you request; b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to suc effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/w have furnished the performance security and signed the Contract.
IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month [year] at [place of execution].
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant
[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

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Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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.

	WHEREOF , _, Philippines.	I have	hereunto	set	my	hand	this		day	of	,	20	. at
	(N/A N/E O E		D 0 D 170	4. I.T			050	D	,				

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

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM
Date : Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None")]
Until a formal Contract is prepared and executed this Rid tagether with your written

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

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

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

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

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

For Goods Offered from Within the Philippines

Name of Bidder					Pro	Page	of			
1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)	
Name:										
Legal Capacity:										

Duly authorized to sign the Bid for and behalf of:

