



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of 6.6A Prefocus Halogen AFLS Bulbs for Various Airports (Single- year Framework Agreement)

BID NO. 24-047-07 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



**INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF 6.6A
 PREFOCUS HALOGEN AFLS BULBS FOR VARIOUS AIRPORTS
 BID NO. 24-047-07 BRAVO**

1. The **Civil Aviation Authority of the Philippines (CAAP)**, using a Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid, through the CAAP Corporate Operating Budget for FY2024 intends to apply the Approved Budget for the Contract (ABC) corresponding to the total cost of each item to be bid out, as follows:

Item No.	Quantity	Item/Description	Approved Budget for the Contract		Price of Bid Documents
			Unit Price	Total Amount	
1 lot	250 pieces	45-WATTS, 6.6-AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P2,950.00	P737,500.00	P10,000.00
	1,383 pieces	105-WATTS, 6.6-AMPERES PREFOCUS DICHROIC HALOGEN BULBS WITH PIGTAIL-SPADE CONNECTOR	P3,500.00	P4,840,500.00	
	285 pieces	150-WATTS, 6.6-AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PIGTAIL-SPADE CONNECTOR	P2,950.00	P840,750.00	
	200 pieces	150-WATTS, 6.6-AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P2,950.00	P590,000.00	

	600 Pieces	200-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN PAPI BULBS WITH PIGTAIL- SPADE CONNECTOR	P2,950.00	P1,770,000.00	
		TOTAL		P8,778,750.00	

Bids received in excess of the total cost per item shall be automatically rejected.

2. The CAAP now invites bids for **SUPPLY AND DELIVERY OF 6.6A PREFOCUS HALOGEN AFLS BULBS FOR VARIOUS AIRPORTS**. Delivery of the Goods is required within Five (5) Days after issuance of a Call-Off. 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Upon payment of the bid documents, bidders must provide their respective email addresses to the BAC Secretariat. All communications, including but not limited to Notices, Resolutions, and Replies, among others, will be sent to the email address provided by the bidder/s. The date when such email was sent shall be considered the date of receipt of the bidder/s for purposes of complying with the requirements under RA 9184.

Bidders must also check the PhilGEPs website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.

5. Prospective Bidders may obtain further information from BAC Secretariat of CAAP, MIA Road, Pasay City and inspect the Bidding Documents at the address given below during 8:00 am to 5:00 pm, Monday to Friday except declared holidays and suspension of work.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **17 July 2024 until deadline of submission of bid** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 11,200.00 (inclusive of 12 % VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through email.

It may also be downloaded free of charge from the websites of the CAAP and PhilGEPS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The CAAP will hold a Pre-Bid Conference on **26 July 2024 @ 9:30 AM** through video conferencing or webcasting *via google meet*, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **09 August 2024 @ 9:30 AM**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **09 August 2024 @ 9:30 AM** at the given address below and/or via *google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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 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.
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 MIA Road,

Pasay City, Metro Manila 1300 Tel. No. (02) 8246-4988

loc 2236

Website: www.bac@caap.gov.ph

13. You may visit the following websites: <https://www.philgeps.gov.ph>
For downloading of Bidding Documents: <https://www.caap.gov.ph>

ATTY. DANJUN G. LUCAS
Chairperson, Bids and Awards Committee-Bravo

Section II. Instructions to Bidder

1. Scope of Bid

The Procuring Entity, CAAP, wishes to receive Bids for the **SUPPLY AND DELIVERY OF 6.6A PREFOCUS HALOGEN AFLS BULBS FOR VARIOUS AIRPORTS** under a Framework Agreement, with identification number **BID NO. 24-047-07 BRAVO**.

The Procurement Project (referred to herein as "Project") is composed of one (1) item, 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 2024 in the amount of **P8,778,750.00**.

2.2. The source of funding is *CAAP Corporate Operating Budget for FY2024*.

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:

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail

indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *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.
- 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 the BDS.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the BDS.

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

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid for *120 calendar days from the deadline of submission 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 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

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

corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

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 mini-competition.

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 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.

- 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 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. 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 Lowest Calculated Bid, 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.
- 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply and Delivery of Airfield Lighting System spare parts;</i> b. <i>Maintenance of Airfield Lighting System;</i> <p>Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p><i>Subcontracting is not allowed.</i></p>
9	<p>Upon payment of the bid documents, bidders must provide their respective email addresses to the BAC Secretariat. All communications, including but not limited to Notices, Resolutions, and Replies, among others, will be sent to the email address provided by the bidder/s. The date when such email was sent shall be considered the date of receipt of the bidder/s for purposes of complying with the requirements under RA 9184.</p> <p>Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.</p>
12	<p>The price of the Goods shall be quoted:</p> <ul style="list-style-type: none"> a. DDP Laoag International Airport, Laoag City, Ilocos Norte b. DDP Baguio (Loakan) Airport, Loakan, Baguio City c. DDP Tuguegarao Airport, Tuguegarao, Cagayan d. DDP Basco Airport, Basco, Batanes e. DDP Cauayan Airport, Cauayan City, Isabela f. DDP Marinduque Airport, Gasan, Marinduque g. DDP San Jose Airport, San Jose, Occidental, Mindoro h. DDP Puerto Princesa International Airport, Brgy. San Miguel Puerto Princesa City, Palawan i. DDP Francisco B. Reyes Airport, Busuanga, Coron, Palawan j. DDP Bicol International Airport, Brgy. Alobo, Daraga, Albay k. DDP Naga Airport, San Jose, Pili, Camarines Sur l. DDP Virac Airport, Virac, Catanduanes m. DDP Iloilo International Airport, Brgy. Duyan- duyan, Gaub, Cabatuan, Iloilo

	<p><i>n.</i> DDP New Bacolod- Silay International Airport, Silay City, Negros Occidental</p> <p><i>o.</i> DDP Kalibo International Airport, Kalibo, Aklan</p> <p><i>p.</i> DDP Roxas Airport, Roxas City, Aklan</p> <p><i>q.</i> DDP Dumaguete- Sibulan Airport, Sibulan, Negros Oriental</p> <p><i>r.</i> DDP Panglao International Airport, Tawala, Panglao, Bohol</p> <p><i>s.</i> DDP Daniel Romualdez Airport, San Jose, Tacloban City, Leyte</p> <p><i>t.</i> DDP Catarman Airport, Brgy. Dalakit, Catarman, Northern Samar</p> <p><i>u.</i> DDP Zamboanga International Airport, Zamboanga City, Zamboanga Del Sur</p> <p><i>v.</i> Sanga-sanga Airport, Sanga-sanga, Bongao, Tawi-tawi</p> <p><i>w.</i> DDP Dipolog Airport, Dipolog City, Zamboanga Del Norte</p> <p><i>x.</i> DDP Pagadian Airport, Pagadian City, Zamboanga Del Sur</p> <p><i>y.</i> DDP Laguindingan Airport, Laguindingan, Misamis Oriental</p> <p><i>z.</i> DDP Ozamis Airport, Ozamis City, Misamis Occidental</p> <p><i>aa.</i> DDP Francisco Bangoy International Airport, Davao City, Davao Del Sur</p> <p><i>bb.</i> DDP General Santos International Airport, General Santos City, South Cotabato</p> <p><i>cc.</i> DDP Cotabato Airport, Datu Odin Sinsuat, Maguindanao</p> <p><i>dd.</i> DDP Butuan Airport, Bancasi, Butuan City, Agusan Del Norte</p> <p><i>ee.</i> ANS Logistics, Civil Aviation Authority of the Philippines, Old Mia Road, Pasay City</p> <p>or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than P175,575.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than P438,937.50 if bid security is in Surety Bond.</p>
15	<p>Each bidder shall submit one (1) Original and one (1) copy of the first and second components of its bid.</p>

19.3	<table border="1"> <thead> <tr> <th data-bbox="360 257 496 398">Item No.</th> <th data-bbox="502 257 667 398">Quantity</th> <th data-bbox="673 257 1121 398">Item/Description</th> <th data-bbox="1128 257 1422 398">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 407 496 618">1 lot</td> <td data-bbox="502 407 667 618">250 pieces</td> <td data-bbox="673 407 1121 618">45-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR</td> <td data-bbox="1128 407 1422 618">P737,500.00</td> </tr> <tr> <td data-bbox="360 627 496 837"></td> <td data-bbox="502 627 667 837">1,383 pieces</td> <td data-bbox="673 627 1121 837">105-WATTS, 6.6- AMPERES PREFOCUS DICHROIC HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR</td> <td data-bbox="1128 627 1422 837">P4,840,500.00</td> </tr> <tr> <td data-bbox="360 846 496 1057"></td> <td data-bbox="502 846 667 1057">285 pieces</td> <td data-bbox="673 846 1121 1057">150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR</td> <td data-bbox="1128 846 1422 1057">P840,750.00</td> </tr> <tr> <td data-bbox="360 1066 496 1276"></td> <td data-bbox="502 1066 667 1276">200 pieces</td> <td data-bbox="673 1066 1121 1276">150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR</td> <td data-bbox="1128 1066 1422 1276">P590,000.00</td> </tr> <tr> <td data-bbox="360 1285 496 1496"></td> <td data-bbox="502 1285 667 1496">600 pieces</td> <td data-bbox="673 1285 1121 1496">200-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN PAPI BULBS WITH PIGTAIL- SPADE CONNECTOR</td> <td data-bbox="1128 1285 1422 1496">P1,770,000.00</td> </tr> <tr> <td data-bbox="360 1505 496 1594"></td> <td data-bbox="502 1505 667 1594"></td> <td data-bbox="673 1505 1121 1594" style="text-align: center;">Total</td> <td data-bbox="1128 1505 1422 1594">P8,778,750.00</td> </tr> </tbody> </table>			Item No.	Quantity	Item/Description	Approved Budget for the Contract	1 lot	250 pieces	45-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P737,500.00		1,383 pieces	105-WATTS, 6.6- AMPERES PREFOCUS DICHROIC HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR	P4,840,500.00		285 pieces	150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR	P840,750.00		200 pieces	150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P590,000.00		600 pieces	200-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN PAPI BULBS WITH PIGTAIL- SPADE CONNECTOR	P1,770,000.00			Total	P8,778,750.00
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20.2	<p>For purposes of Post-qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Returns (For the year 2023, filed 2023) (BIR Form 1701 or 1702). 2. For the purpose of this bidding, prospective bidders shall submit their Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering 6 (six) months prior to the Opening of Bids. However, in view of BIR RMC No. 5-2023, taxpayers are no longer require 																														

	<p>to file their Monthly Value Added Tax Declaration or Form 2550M beginning January 1, 2023, hence, those with Quarter ending January to March 2023 and April to June 2023 shall submit the applicable forms pursuant to said BIR Memorandum.</p> <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.</i></p> <p>3. Proof of completion of the SLCC as identified in the Statement of SLCC, which shall be a verifiable copy of the Contract, Purchase Order or Framework Agreement, and any of the following documents:</p> <p>(a) corresponding Sales Invoice/s;</p> <p>(b) Official Receipt/Cash Receipt/Collection Receipt; and</p> <p>(c) Certificate of Completion/ Certificate of Acceptance.</p> <p>4. For bidder declared as LCB/SCB: Product sample and other evidence of the bidder's statement of compliance with technical specifications, as required under Section VII. Technical Specifications.</p> <p>In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the said documents anytime during the post-qualification stage.</p> <p>NOTE: Documents submitted during post-qualification as part of the post qualification documents must be certified by the authorized representative to be true copy/ies of the original.</p>
21.2	No further instructions.

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.

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 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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Delivery Sites are:</p> <ul style="list-style-type: none"> <i>a.</i> DDP Laoag International Airport, Laoag City, Ilocos Norte <i>b.</i> DDP Baguio (Loakan) Airport, Loakan, Baguio City <i>c.</i> DDP Tuguegarao Airport, Tuguegarao, Cagayan <i>d.</i> DDP Basco Airport, basco, Batanes <i>e.</i> DDP Cauayan Airport, Cauayan City, Isabela <i>f.</i> DDP Marinduque Airport, Gasan, Marinduque <i>g.</i> DDP San Jose Airport, San Jose, Occidental, Mindoro <i>h.</i> DDP Puerto Princesa International Airport, Brgy. San Miguel Puerto Princesa City, Palawan <i>i.</i> DDP Francisco B. Reyes Airport, Busuanga, Coron, Palawan <i>j.</i> DDP Bicol International Airport, Brgy. Alobo, Daraga, Albay <i>k.</i> DDP Naga Airport, San Jose, Pili, Camarines Sur <i>l.</i> DDP Iloilo International Airport, Brgy. Duyan- duyan, Gaub, Cabatuan, Iloilo <i>m.</i> DDP New Bacolod- Silay International Airport, Silay City, Negros Occidental <i>n.</i> DDP Kalibo International Airport, Kalibo, Aklan <i>o.</i> DDP Roxas Airport, Roxas City, Aklan <i>p.</i> DDP Dumaguete- Sibulan Airport, Sibulan, Negros Oriental <i>q.</i> DDP Panglao International Airport, Tawala, Panglao, Bohol <i>r.</i> DDP Daniel Romualdez Airport, San Jose, Tacloban City, Leyte <i>s.</i> DDP Catarman Airport, Brgy. Dalakit, Catarman, Northern Samar <i>t.</i> DDP Zamboanga International Airport, Zamboanga City, Zamboanga Del Sur <i>u.</i> DDP Dipolog Airport, Dipolog City, Zamboanga Del Norte <i>v.</i> DDP Pagadian Airport, Pagadian City, Zamboanga Del Sur <i>w.</i> DDP Laguindingan Airport, Laguindingan, Misamis Oriental <i>x.</i> DDP Ozamis Airport, Ozamis City, Misamis Occidental <i>y.</i> DDP Francisco Bangoy International Airport, Davao City, Davao Del Sur <i>z.</i> DDP General Santos International Airport, General Santos City, South Cotabato <i>aa.</i> DDP Cotabato Airport, Datu Odin Sinsuat, Maguindanao <i>bb.</i> DDP Butuan Airport, Bancasi, Butuan City, Agusan Del Norte <p>Delivery and Documents -</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:

"The delivery terms applicable to the Contract are DDP delivered as stated on GCC Clause 1, In accordance with INCOTERMS."

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 the ANS Area Field Office Chief, or ANS Facility In- charge, or Power Plant In- charge

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:

Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

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:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

	<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>
2.2	<p>“The terms of payment shall be monthly OR the Supplier may propose a different billing scheme subject to the approval of the Procuring Entity and to the usual accounting and auditing regulations. Billing will be endorsed by the end-user after submission of <i>Statement of Account</i>, and Proof of Completion & Acceptance of calls- offs issued for that particular billing period.”</p>
4	<p>The inspections and tests that will be conducted shall be physical inspection in accordance with Section VII Technical Specifications including stains, cracks or signs of transportation mishandling.</p>

	<p><i>Note:</i> <u>The Inspection Team at site shall coordinate with the awardee for the additional quantity/ies as replacement of every batch of deliveries subject to acceptance test.</u></p> <ul style="list-style-type: none"> - <i>If applicable, the supplier may request a pre-delivery inspection upon receipt of the Call-off or Framework Agreement. For deliveries nationwide, a post-acceptance inspection will be conducted.</i> - <i>The supplier shall replace items found to be defective upon inspection of the delivered items.</i>
5.1	<p>Warranty Retention:</p> <p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>In accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.</p>

Section VI. Schedule of Requirements

FRAMEWORK AGREEMENT LIST

(Indicative Call- Off Schedule)

ITEM NO.	MAXIMUM QUANTITY	ITEM DESCRIPTION	AMOUNT
1 lot	250 PIECES	45-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P737,500.00
	1,383 PIECES	105-WATTS, 6.6- AMPERES PREFOCUS DICHROIC HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR	P4,840,500.00
	285 PIECES	150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PIGTAIL- SPADE CONNECTOR	P840,750.00
	200 PIECES	150-WATTS, 6.6- AMPERES PREFOCUS PK30D HALOGEN BULBS WITH PLUGIN CONNECTOR	P590,000.00
	600 PIECES	200-WATTS, 6.6- AMPERE PREFOCUS PK30D HALOGEN PAPI BULBS WITH PIGTAIL- SPADE CONNECTOR	P1,770,000.00
Total Amount			P8,778,750.00
DELIVERY PERIOD AND DELIVERY SITES			
<p><i>1. Delivery Sites:</i></p> <ul style="list-style-type: none"> <i>a.</i> DDP Laoag International Airport, Laoag City, Ilocos Norte <i>b.</i> DDP Baguio (Loakan) Airport, Loakan, Baguio City <i>c.</i> DDP Tuguegarao Airport, Tuguegarao, Cagayan <i>d.</i> DDP Basco Airport, basco, Batanes <i>e.</i> DDP Cauayan Airport, Cauayan City, Isabela <i>f.</i> DDP Marinduque Airport, Gasan, Marinduque <i>g.</i> DDP San Jose Airport, San Jose, Occidental, Mindoro <i>h.</i> DDP Puerto Princesa International Airport, Brgy. San Miguel Puerto Princesa City, Palawan <i>i.</i> DDP Francisco B. Reyes Airport, Busuanga, Coron, Palawan <i>j.</i> DDP Bicol International Airport, Brgy. Alobo, Daraga, Albay <i>k.</i> DDP Naga Airport, San Jose, Pili, Camarines Sur <i>l.</i> DDP Iloilo International Airport, Brgy. Duyan- duyan, Gaub, Cabatuan, Iloilo 			

<p><i>m.</i> DDP New Bacolod- Silay International Airport, Silay City, Negros Occidental</p> <p><i>n.</i> DDP Kalibo International Airport, Kalibo, Aklan</p> <p><i>o.</i> DDP Roxas Airport, Roxas City, Aklan</p> <p><i>p.</i> DDP Dumaguete- Sibulan Airport, Sibulan, Negros Oriental</p> <p><i>q.</i> DDP Panglao International Airport, Tawala, Panglao, Bohol</p> <p><i>r.</i> DDP Daniel Romualdez Airport, San Jose, Tacloban City, Leyte</p> <p><i>s.</i> DDP Catarman Airport, Brgy. Dalakit, Catarman, Northern Samar</p> <p><i>t.</i> DDP Zamboanga International Airport, Zamboanga City, Zamboanga Del Sur</p> <p><i>u.</i> DDP Dipolog Airport, Dipolog City, Zamboanga Del Norte</p> <p><i>v.</i> DDP Pagadian Airport, Pagadian City, Zamboanga Del Sur</p> <p><i>w.</i> DDP Laguindingan Airport, Laguindingan, Misamis Oriental</p> <p><i>x.</i> DDP Ozamis Airport, Ozamis City, Misamis Occidental</p> <p><i>y.</i> DDP Francisco Bangoy International Airport, Davao City, Davao Del Sur</p> <p><i>z.</i> DDP General Santos International Airport, General Santos City, South Cotabato</p> <p><i>aa.</i> DDP Cotabato Airport, Datu Odin Sinsuat, Maguindanao</p> <p><i>bb.</i> DDP Butuan Airport, Bancasi, Butuan City, Agusan Del Norte</p> <p>2. <i>Delivery Period:</i> Within five (5) calendar days (CD) upon receipt of Call- Off.</p> <p>3. THE EXACT QUANTITY WILL BE DETERMINED IN EACH CALL-OFF.</p>	
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Note: Suppliers are advised to maintain revolving stocks at least 10% of undelivered quantity up to the last tranche prior to exhaustion.

I hereby commit to deliver the required quality and quantities upon receipt of the Call-Off as indicated above.

_____	_____	_____
Name of Company	Signature Over Printed Name of Authorized Representative	Date

Section VII. Technical Specifications

Technical Specifications

<i>TECHNICAL SPECIFICATIONS</i>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
<i>1 lot</i>	<i>250 Pieces</i>	<i>Type: Halogen bulb</i>	
		<i>Power: 45- watts</i>	
		<i>Current: 6.6- amperes</i>	
		<i>Focus: Prefocus</i>	
		<i>Base: GZ9,5</i>	
		<i>Oper'l Life: >= 2000 hrs</i>	
		<i>Connector: Plugin type</i>	
		<i>Warranty: six (6) months from date of acceptance at site</i>	
	<i>1,383 Pieces</i>	<i>Type: Halogen bulb</i>	
		<i>Power: 105- watts</i>	
		<i>Current: 6.6- amperes</i>	
		<i>Focus: Prefocus</i>	
		<i>Reflector: Dichroic</i>	
		<i>Oper'l Life: >= 1000 hrs</i>	
		<i>Connector: Pigtail with spade-type connector</i>	
<i>285 Pieces</i>	<i>Type: Halogen bulb</i>		
	<i>Power: 150- watts</i>		

		<i>Current: 6.6- amperes</i>	
		<i>Focus: Prefocus</i>	
		<i>Base: Pk30d</i>	
		<i>Oper'l Life: >= 2000 hrs</i>	
		<i>Connector: Pigtail with spade-type connector</i>	
	200 Pieces	<i>Type: Halogen bulb</i>	
		<i>Power: 150- watts</i>	
		<i>Current: 6.6- amperes</i>	
		<i>Focus: Prefocus</i>	
		<i>Base: Pk30d</i>	
		<i>Oper'l Life: >= 2000 hrs</i>	
		<i>Connector: Plugin type connector</i>	
	600 Pieces	<i>Type: Halogen bulb</i>	
		<i>Power: 200- watts</i>	
		<i>Current: 6.6- amperes</i>	
		<i>Focus: Prefocus</i>	
		<i>Base: Pk30d</i>	
		<i>Oper'l Life: >= 2000 hrs</i>	
		<i>Connector: Pigtail type with spade connector</i>	
	<i>Warranty: Six (6) months from the date of Certificate of Acceptance</i>		

Note: Product Samples shall be submitted by the SCB/LCB during Post- qualification.

I hereby commit to deliver the goods under new packaging and consistent with the specifications of sample submitted as required by the Procuring Service.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

_____	_____	_____
Name of Company	Signature Over Printed Name of Authorized Representative	Date

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

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



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 agent Currency Commission or gratuity

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:
