

Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

# PHILIPPINE BIDDING DOCUMENTS

# Preventive Maintenance Services of Air Conditioning System at Philippine ATM Center for three (3) years

PROJECT IDENTIFICATION NO. 24-056-08 BRAVO

Sixth Edition July 2020

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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 PREVENTIVE MAINTENANCE SERVICES OF AIR CONDITIONING SYSTEM AT PHILIPPINE ATM CENTER FOR THREE (3) YEARS. BID No. 24-056-08 BRAVO

- The Civil Aviation Authority of the Philippines (CAAP), through the CAAP Corporate Operating Budget for FY2024 intends to apply the sum of Seven Million Five Hundred Thousand Pesos (Php 7,500,000.00) being the ABC to payments under the contract for Bid No.24-056-08 BRAVO. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The CAAP now invites bids for the above Procurement Project. Initial delivery of the Goods (1<sup>st</sup> monthly preventive maintenance) is required within thirty (30) calendar days from receipt of Notice To Proceed (NTP), and the entire project must be completed within three (3) calendar years. Bidders should have completed, within five (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 nondiscretionary *"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.

 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 from 8:00 am to 5:00 pm, Monday to Friday except declared holidays and suspension of work.

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 09 August 2024 until deadline of submission of bid 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 Php11,200.00 (inclusive of 12%VAT). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email.
- 6. 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.
- 7. Bidders must check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
- 8. The CAAP will hold a Pre-Bid Conference on **19 August 2024 @ 9:30 AM** *through* video conferencing or webcasting via Google Meet application, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for the Google Meet link.
- 9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **02 September 2024 @ 9:30 AM**. Late bids shall not be accepted.
- 10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 11. Bid opening shall be on **02 September 2024 @ 9:30 AM** at the given address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 12. 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.
- For further information, please refer to:
   MR. LEANDRO R. VARQUEZ

   Head, BAC Secretariat
   3<sup>rd</sup> 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.caap.gov.ph
   Email: bac@caap.gov.ph

14. You may visit the following websites:

For downloading of Bidding Documents: <u>https://www.philgeps.gov.ph</u> <u>https://www.caap.gov.ph</u>

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

## Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, *CAAP* wishes to receive Bids for the **Preventive Maintenance** Services of Air Conditioning System at Philippine ATM Center for three (3) years, with identification number Bid No..24-056-08 BRAVO

The Procurement Project (referred to herein as "Project") is **one (1) lot**, composed of **twenty-one (21) items**, 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 **Php7,500,000.00 divided equally for three (3) consecutive fiscal years (Php2,500,000.00 / year)**.
- 2.2. The source of funding is the Corporate Operating Budget.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated. 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 equivalent to at least fifty percent (50%) of the ABC*.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

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

### 7. Subcontracts

The Procuring Entity has prescribed that subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Civil Aviation Authority of the Philippines, Old MIA Road, Pasay City 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.

### 12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS.**

### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable 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 (Php).

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty** (**120**) **calendar days.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

### **18. Domestic Preference**

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

### **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. 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 protection by the prospective Bidder.

### 20. Post-Qualification

Within five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid or Highest Rated Bid, the bidder shall submit to the BAC its latest income and business tax returns, and other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA9184.

### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	<ul> <li>a. Supply of labor and expertise for the repair and maintenance of Air Conditioning Units</li> <li>b. Supply delivery and installation of an experimentation for Air Conditioning Units</li> </ul>
	b. Supply, delivery, and installation of spare parts for Air Conditioning Units.
	Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
10.1	In addition to the Technical Documents specified in Section VIII (Checklist of Technical and Financial Documents), the Contractor/Bidder shall submit the following:
	<ul> <li>a. Certificate of Site Inspection signed by the ANS Facility-in-Charge of the Philippine ATM Center or his duly authorized representative.</li> <li>b. Certificate of Satisfactory Completion from at least two (2) completed projects.</li> <li>c. Relevant certifications or accreditations of its personnel who will be involved in the project: <ol> <li>NC II in RAC (Refrigeration and Air Conditioning) Servicing Certification for at least four (4) technicians:</li> <li>Certificate of Training related to York Chillers and its Sub-systems for at least two (2) technicians.</li> <li>Mechanical Engineer's License possessed by at least one (1) regular employee of the company who will approve the recommendation/s for corrective actions, if any.</li> <li>Certificate of Training the procedures, schedules, and tools to be used.</li> </ol> </li> <li>e. Resumè or CV depicting at least one (1) year working experience in the maintenance of air-conditioning for at least four (4) technicians</li> </ul>
12	The price of the Goods shall be quoted DDP CAAP, MIA Road, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.

## **Bid Data Sheet**

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 <b>Php 150,000.00</b> which is 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 <b>Php 375,0</b> percent (5%) of ABC if bid security is in Su			is equivalent to five	
19.3	This project shall be awarded as one (1) lot consisting of twenty-one (21) items.         Name of Project       : Preventive Maintenance Services of Air Conditioning System at Philippine ATM Center for three (3) years.         Location       : Manila CNS/ATM Facility         Classification       : PM Services of Air Conditioning System at Philippine ATM Center for 3 years         Appropriation       : APP FY 2024 (Item No. <u>1631</u> )         Estimated Cost of Project       : Php 2,500,000.00/year (PhP 7,500,000.00 / 3 years)				
	ITEM DESCRIPTION	UNIT	QTY.	ANNUAL COST	
	1-7I. ATMC Building Airconditioning System8-12II. Power Plant Building Airconditioning System13III. Security Reception Area Airconditioning System14-18IV. Canteen Building Airconditioning System19V. Chillers20VI. Ventilation, Airconditioning, and Smoke Extraction Ductings21VII. Chilled Water and Condensate Drain Pipelines	lot	1	Cost included	
		то	TAL COST	Php2,500,000.00	
20.1	<ol> <li>Additional Contract Documents to be submitted:</li> <li>Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority; <u>and</u></li> <li>Certification under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the Revised Implementing Rules and Regulations (Revised IRR) of RA 9184.</li> </ol>				
20.2	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**.

### 3. Performance Security

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

### 4. Inspection and Tests

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

### 5. Warranty

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

### 6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

### **Special Conditions of Contract**

GCC Clause	
1	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:
	"The delivery terms applicable to this Contract are delivered at <i>Civil Aviation Authority of the Philippines, Old MIA Road, Pasay City.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	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 <b>Engr. Julius Ruel D. Resquir, ANS Field Office Chief, Area NCR</b> .
	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:
	<ul> <li>a. performance or supervision of on-site delivery.</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;</li> </ul>
	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, notification 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				
2. in the event of termination of production of the spare parts:				
<ul> <li>advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> </ul>				
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 <b>Section VI</b> (Schedule of Requirements) and the costs thereof are included in the contract price.				
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>twelve (12) months</i> .				
Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>two (2) months</i> 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				

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided

transit.

 ·
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.
<b>Transportation</b> – 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 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.
	Regular and Recurring Services –
	"The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."
2.2	The terms of payment shall be as follows: The Procuring Entity shall pay the Service Provider upon completion of each quarterly service rendered upon submission of receipt of the Statement of Account (SOA) or Invoice Receipt and other submittals required in the service contract. The quarterly payment shall be as follows:
	$\frac{1^{\text{st}} \text{ PM year}}{1^{\text{st}} \text{ quarter} = 40\% \text{ annual contract price or (40/3)\% of total contract price}{2^{\text{nd}} \text{ quarter} = 20\% \text{ annual contract price or (20/3)\% of total contract price}{3^{\text{rd}} \text{ quarter} = 20\% \text{ annual contract price or (20/3)\% of total contract price}{4^{\text{th}} \text{ quarter} = 20\% \text{ annual contract price or (20/3)\% of total contract price}{2^{\text{nd}} \text{ PM year}}$
	$1^{st}$ quarter = 40% annual contract price or (40/3)% of total contract price $2^{nd}$ quarter = 20% annual contract price or (20/3)% of total contract price $3^{rd}$ quarter = 20% annual contract price or (20/3)% of total contract price $4^{th}$ quarter = 20% annual contract price or (20/3)% of total contract price $3^{rd}$ PM year
	$1^{st}$ quarter = 40% annual contract price or (40/3)% of total contract price $2^{nd}$ quarter = 20% annual contract price or (20/3)% of total contract price $3^{rd}$ quarter = 20% annual contract price or (20/3)% of total contract price $4^{th}$ quarter = 20% annual contract price or (20/3)% of total contract price
	The delivery of annual consumables for the change oil of chillers (listed as item 19.a – 19.f) and the annual preventive maintenance of chillers must be completed within the 1 <sup>st</sup> quarterly preventive maintenance for every PM year.
	The beginning of the 1 <sup>st</sup> PM year shall be the date of the receipt of Notice To Proceed (NTP) to be issued by the CAAP Procurement Division.
4	The inspections and tests that will be conducted is <b>Physical Inspection</b> of the

	5	The warranty for all delivered items (19.a – 19.f) shall be six (6) months from the date of the acceptance. Service warranty shall be 3 months from the completion of each quarterly preventive maintenance.			
preventive maintenance.					

Section VI. Schedule of Requirements

### 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	Duration, Weeks/Months
Preventive & Corrective Maintenance Services of Air Conditioning System at Philippine ATM Center	36 Months

		Qty.	Delivered, 3Yrs.		
ltem	Description		No. of	No. of	No. of
No.			Monthly	Quarterly	Annual
			PM	PM	PM
			Schedule	Schedule	Schedule
	I. ATMC Building			10	
1	Outside Air Handling Unit (OAHU)	4	24	12	0
2	Precision ACU (PACU)	15	0	12	0
3	FCU (Cassette type)	16	0	12	0
4	FCU (Duct mounted)	43	0	12	0
5	Exhaust Fan	22	0	12	0
6	Smoke Extraction Fan	10	0	12	0
7	Supply Fan	2	0	12	0
	II. Power Plant Building		1	1	
8	Chilled Water Pump	3	0	12	0
9	FCU (Cassette type)	6	0	12	0
10	FCU (Ceiling mounted)	7	0	12	0
11	Exhaust Fan (Duct mounted)	8	0	12	0
12	Exhaust Fan (Wall mounted)	6	0	12	0
	III. Security Reception Area				
13	Split ACU (Wall mounted)	1	0	12	0
	IV. Canteen Building				
14	Split ACU (Cassette type)	15	0	12	0
15	Split ACU (Duct mounted)	3	0	12	0
16	Exhaust Fan (Duct mounted)	3	0	12	0
17	Exhaust Fan (Cassette type)	7	0	12	0
18	Exhaust Fan (Wall mounted)	1	0	12	0
	V. Chillers				
19	Chiller	3	24	9	3
	VI. Ventilation, Airconditioning, and Smol	ke Extract	ion Ductings		
20	Ductings	1 lot		As needed	
	VII. Chilled Water and Condensate Drain P	ipelines			
21	Pipelines	1 lot		As needed	

### SCHEDULE OF DELIVERY FOR CONSUMABLE ITEMS:

ltem No.	Description	Quantity	Total	Delivered, Weeks/Months
19.a	YORK Oil "L"	4 pails / yr.	12 pails	1.5 Months
19.b	Filter Elements	6 pcs. / yr.	18 pcs.	1.5 Months
19.c	Filter Core	18 pcs. / yr.	54 pcs.	1.5 Months
19.d	O-Ring Filter	6 pcs. / yr.	18 pcs.	1.5 Months
19.e	Filter Drier, 3/8"	6 pcs. / yr.	18 pcs.	1.5 Months
19.f	Refrigerant R-134A (13.6 kgs/cyl)	5 cyl. / yr.	15 cyl.	1.5 Months

### NOTES:

- 1. The beginning of PM year shall be based upon the receipt of the Notice To Proceed.
- 2. Annual Preventive Maintenance schedule shall be within every first quarter of PM year.
- 3. All consumables (Item No. 19.a 19.f) shall be delivered in three sets (**one set per year**), and shall be **within 45 days or 1.5 months from the beginning of every PM year**.
- 4. In every equipment, Monthly PM shall not be scheduled in parallel with Quarterly or Annual PM. Monthly PM shall be scheduled in not less than 24 calendar days but not more than 36 calendar days after the previous Monthly / Quarterly / Annual PM. Quarterly PM of chillers shall not be scheduled in parallel with its Annual PM.
- 5. Quarterly PM shall be scheduled in not less than 75 calendar days but not more than 105 calendar days from the previous Quarterly or Annual PM.

Section VII. Technical Specifications

### **Technical Specifications**

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

ATMC Building     Outside Air Handling Unit (OAHU)	4	units	
2. Precision ACU (PACU)	15	units	
3. FCU (Cassette type)	15	units	
4. FCU (Duct mounted)	43	units	
5. Exhaust Fan	22	units	
6. Smoke Extraction Fan	10	units	
7. Supply Fan	2	units	
II. Power Plant Building			
8. Chilled Water Pump	3	units	
9. FCU (Cassette type)	6	units	
10. FCU (Ceiling mounted)	7	units	
11. Exhaust Fan (Duct mounted)	8	units	
12. Exhaust Fan (Wall mounted)	6	units	
III. Security Reception Area			
13. Split ACU (Wall mounted)	1	units	
IV. Canteen Building			
14. Split ACU (Cassette type)	15	units	
15. Split ACU (Duct mounted)	3	units	
16. Exhaust Fan (Duct mounted)	3	units	
17. Exhaust Fan (Cassette type)	7	units	
18. Exhaust Fan (Wall mounted)	1	units	
V. Chillers			
19. Chiller	3	units	
19.a. YORK Oil "L"	12	pails	
19.b. Filter Elements	18	pcs.	
19.c. Filter Core	54	pcs.	
19.d. O-Ring Filter	18	pcs.	
19.e. Filter Drier, 3/8"	18	pcs.	
19.f. Refrigerant R-134A (13.6 kgs/cyl)	15	cyl.	
VI. Ventilation, Airconditioning, and Ductings	d Smoke Ext	raction	
20. Ductings			

21	. Pi	pelines			
		ONTHLY PM SCOPE OF WORK (OAHU)			
л.	1. 2. 3. 4. 5.	Inspection of fan motor vibration, make adju Inspection of belt tension and pulley alignme Cleaning of air dust filter using pressurized v Inspection of valves, sensor, thermometer etc Inspection of AHU operation record reading current. Cleaning of coil, valves, wye strainer, ga	nt. vasher. g of volt	age and	
		accessories.			
B.	Μ	Cleaning of fan blower wheel and drain pan. ONTHLY PM SCOPE OF WORK (YORK CHILL Conduct evaluation and calibration of ele controls and sensor.	-	chanica	
		Perform reading on actual chiller operating evaluate performance and condition of chille Analyze operating log, fault, status and para	r.		
		Evaluate compressor under load and load co		uutity.	
	5.	Observe and record evaporator and conde performance.		porating	
		Perform external leak test.			
_		Cleaning the chiller shell and housing.			
C.		UARTERLY PM SCOPE OF WORK (FCU, Split-1 Visual Inspection of the unit. Check leak, corrosion and exposed mechanical memb component.	vibratic	on, dust	
		Cleaning of air dust filter, evaporator coil panels, grills and covers using pressurized we		iser coil	
		Straightening of dented fins.			
		Retightening of electrical connection. Flushing of drain line with pressurized wate of main drain line.	and va	cuuming	
	6.	<i>Drying of electrical component and controls</i>	using air	blower.	
	7.	Wiping of panels, covers ,grills, diffusers, and	assembl	le unit.	
		Checking of fan motor and fan blade a thermostat, remote controller adjust if neede	d.		
	9.	Check parameter such as current drawn, pressure reading (check if it is in normal ope			
D.	Q	UARTERLY PM SCOPE OF WORK (FANS AND	WATER	PUMPS)	
	1.	Inspection of motor vibration, make adjustm	ent if nee	eded.	
	2.	Inspection of belt tension and pulley alignme	nt.		
	3.	Cleaning of fan/pump panel and covers, ch and defect. Do minor repair if necessary.	eck for c	orrosion	
	4.	Inspect and retightening of electrical termino	l and co	ntrols.	
	5.	Record reading of voltage and current.			

6. Greasing of blower and motor bearing. E. QUARTERLY PM SCOPE OF WORK (OAHU) 1. All monthly scope of works. 2. Cleaning of OAHU panel and covers, check for corrosion and defect. Do minor repair if necessary. 3. Greasing of blower and motor bearing, grease supplied by CAAP. 4. Inspect and retightening of electrical terminal and controls. F. QUARTERLY PM SCOPE OF WORK (YORK CHILLER) 1. All monthly works. 2. Evaluate all control set points. 3. Check -up lubrication system. 4. Inspect all gauges and thermometers. 5. Reprogram system if necessary. 6. Calibration and Charging of Refrigerant to its optimum levels. 7. Filling of glycol coolant to its optimum levels. G. ANNUAL PM SCOPE OF WORK (YORK CHILLER) 1. All monthly and quarterly works. 2. Change Oil servicing for York Chiller compressors. 3. Replacement of filters/driers related to change oil servicing for York Chiller compressors. H. ADDITIONAL SCOPE OF WORKS: 1. 24/7 online technical support related to all Airconditioning Systems of Philippine ATM Center. 2. Troubleshooting and corrective actions on problems related to ventilation, airconditioning, smoke extraction, ductings, chilled water and condensate drain pipeline, and other related troubles. 3. Calibration and charging of refrigerant for split-type ACUs and chillers. 4. Simple replacements of defective parts and consumables shall be done on the spot, subject upon the availability of spare parts within CAAP stock. (fan motors, bearings, fan blades, fan belts, air filters, capacitors, relays, timers, power and control modules, thermostats, remote controls, ACU/chiller sensors, valves, motorized valves, wirings, and etc.). (All spare parts shall be supplied by CAAP.) EXCLUSIONS: ١. 1. All spare parts. (except for the listed consumables for change oil servicing of York Chillers) 2. Major corrective maintenance works such as replacement of compressor, pipelines, ducting, system reprocessing, leak repair, welding jobs, rewinding of motors, and other nonsimple repair works. Replacement of shaft seals and bearings of chilled-water pumps. 3. BMS related troubles.

	<ul> <li>J. SPECIAL PROVISIONS:</li> <li>1. All needed spare parts for replacement which are not available at CAAP Supply Division and/or ANS Logistics Section shall be supplied by the contractor upon the approval of the end-use and shall be billed separately through direct payment is accordance with CAAP accounting rules and regulations.</li> <li>2. Major repair works which are not included in the scope of this project but are essential to the operation of the ATMC shall be performed by the contractor upon coordination and with the approval of the end-user. It shall be billed separately through direct payment in accordance with CAAP accounting rules and regulations.</li> </ul>	2 r 5 2 2
2	RESPONSIBILITIES	
	<ol> <li>The Contractor shall ensure that service technicians to be assigned at the Philippines ATM Center Buildings are well screened, technically and professionally trained, courteous cooperative, efficient, reliable, trustworthy, well-groomed physically and mentally fit. No personnel shall be assigned who has not been approved by the Air Navigation Operation Department (ANOD).</li> <li>The Contractor and its service technicians shall agree to abide</li> </ol>	l , , f 5
	by the safety and security requirements of CAAP. They mus comply with the Philippine ATMC's House Rules and Regulations, directives, instructions and other existing rule and regulations while inside the premises.	1
	<ol> <li>The Contractor's service technicians shall subject themselve to security checks, but not limited to examination of the person and/or his/her personal belongings. They must b accompanied by ALPT's on duty before entering the ATMO compound.</li> </ol>	
	4. The Contractor shall ensure that its service technicians wea their proper company working uniform and identification cards while performing service maintenance and repair work inside the Philippine ATMC's premises. Loitering inside the premises is not allowed.	5

5. 6. 7. 8.	with the te additional The Contro original co damage/s personnel cost to the cost to the The Contro contract w in the oper any form function co applied. All other necessary	actor shall provide/equip all its service technicians pols during the course of the contract without any cost to the CAAP. actor shall see to it that the area is clean and in its pondition after the servicing has been made. Any caused by the Contractor's assigned technician or shall be restored by the Contractor at no additional CAAP. actor shall ensure that the implementation of this rill not in any way cause any disruption/disturbance rations of Air Traffic Management Center nor cause of annoyance/irritation thereof. It shall ensure that helling chemicals that will endanger the health and of the people working within the ATMC shall be items of work not specifically mentioned but are to complete the works shall be provided by the r at no additional cost to the CAAP.	
<sup>3</sup> PEF			
	Preventive	ractor shall assign at least Four (4) personnel for the Maintenance of Air-conditioning Units. The ion are as follows:	
Exp	perience	At least One (1) year working experience in the maintenance of air-conditioning units (Submit certification from employer)	
Cei	rtification	At least NC II in RAC (Refrigeration and Air Conditioning) Servicing	
2	<ol> <li>The Continue of C</li></ol>		
4 <b>SU</b> I	BMITTAL	S	

The Contractor shall furnish CAAP with the following documents and reports:

- Nominations and supporting documents for the technical personnel's qualifications, for approval of Air Navigation Operations Department (ANOD). Must be approved prior to the implementation of the 1<sup>st</sup> preventive maintenance.
- 2. Quarterly Preventive Maintenance Checklist (based on the approved Maintenance Program). Submitted with the service reports at the end of every quarter.
- 3. Daily Service Reports. Must be accomplished before the end of one day maintenance works and must be signed by the service technicians and acknowledged/signed by an ALPT on-duty.
- Recommended Corrective Maintenance Action Plan (if any). Must be signed by the contractor's Mechanical Engineer and acknowledged/approved by the PPIC of ATMC Power Plant.
- 5. Quarterly Equipment Status Report. To be submitted at the end of every quarter.
- 6. Warranty Certificates for Quarterly PM. To be submitted with the billing statement at the end of every quarter.
- 7. Quarterly Billing Statement/Sales Invoice for the project.
- 8. Proposals and Quotations (If needed spare parts is unavailable or recommended job is not included within the scope of this project.)
- 9. Method of Working Plan (If the scheduled maintenance work involve risk that may endanger the life of anybody or may damage any equipment or may cause interruption to the operations at the ATMC.)

## 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; <u>and</u>
- (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 <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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**
- $\Box$  (j) Original of duly signed and accomplished Price Schedule(s).

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

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



