

PHILIPPINE BIDDING DOCUMENTS

**Procurement for the
PROPERTY APPRAISAL SERVICE FOR THE 2024 VALUATION OF CAAP
PROPERTIES AND ASSETS NATIONWIDE**

Government of the Republic of the Philippines

BID NO. 24-057-08 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
“PROPERTY APPRAISAL SERVICE FOR THE 2024 VALUATION OF CAAP
PROPERTIES AND ASSETS NATIONWIDE”
BID No. 24-057-08 BRAVO**

1. The Civil Aviation Authority of the Philippines, through its Corporate Operating Budget 2024 intends to apply the sum of **Sixteen Million One Hundred Twenty-Eight Thousand Two Hundred Sixty-Six and 70/100 Pesos only (Php16,128,266.70)** being the ABC to payments under the contract for the **“PROPERTY APPRAISAL SERVICE FOR THE 2024 VALUATION OF CAAP PROPERTIES AND ASSETS NATIONWIDE -BID NO. 24-057-08 BRAVO**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Aviation Authority of the Philippines now invites bids for the above Procurement Project. Delivery of the Goods is required by **Two Hundred Forty (240) Calendar Days**. Bidders should have completed, within the last ten (10) 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 5183.
4. Prospective Bidders may obtain further information from CAAP Bids and Awards Committee - Bravo and inspect the Bidding Documents at the address given below during Office Hours from 8AM to 5PM Philippine Time.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **09 August 2024 until the deadline of submission of bid** from the given address and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 28,000.00 (inclusive of 12% VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total



fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

5. The Civil Aviation Authority of the Philippines 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.
6. 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.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **02 September 2024 @ 9:30 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The Civil Aviation Authority of the Philippines reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with 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.
10. Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
11. 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.
12. Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
13. For further information, please refer to:

ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat



BAC Office
3rd Floor Supply, Procurement Building,
CAAP Compound,
MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City
E-mail address: bac@caap.gov.ph
Telephone No.: (02) 8246-4988 loc.2236
www.caap.gov.ph

ATTY. DANJUN G. LUCAS

Chairman

Bids and Awards Committee (BAC) "Bravo"



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Aviation Authority of the Philippines (CAAP) wishes to receive Bids for the **PROPERTY APPRAISAL SERVICE FOR THE 2024 VALUATION OF CAAP PROPERTIES AND ASSETS NATIONWIDE**, with identification number **BID NO. 24-057-08 BRAVO**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY2024 in the amount of **Sixteen Million One Hundred Twenty-Eight Thousand Two Hundred Sixty-Six and 70/100 Pesos (Php16,128,266.70)**.

2.2. The source of funding is the CAAP (GOCC) Corporate Operating Budget 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of **Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

For this purpose, the similar contracts mentioned must have been completed within the period specified in the Invitation to Bid.

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. Subcontracting is allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request clarification and/or interpretation on 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 **ten (10) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 [120] calendar days from the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed **Line of Credit**, it must be at least equal to ten percent **(10%)** of the **ABCs** for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a **non-extendible period of five (5) calendar days** from receipt by the Bidder of the **notice from the BAC** that it submitted the **Lowest Calculated Bid**, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Property Appraisal and Valuation. b. completed within the last ten (10) years from the date of submission and receipt of bids. c. Should be supported with a copy of the Contract and a Certificate of Satisfactory Completion of the Contract.
7.1	Sub-contracting is not allowed.
10.1	<p>Bidder shall submit all eligibility and technical documents as specified in Section VIII. Checklist of Technical and Financial Documents:</p> <p>Class "A" Documents</p>

Legal Documents

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- b. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
- c. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- d. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and

Technical Documents

- e. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- f. Statement of the bidder's Single Largest Completed Contract (SLCC) to the contract to be bid, except under conditions provided under the rules; and
- g. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
- h. Schedule of Requirements;
- i. Conformity with the Technical Specifications which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- j. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; and

Financial Documents

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

	<p>l. The prospective bidder's committed line of credit from a universal or commercial bank.</p> <p>Class "B" Documents</p> <p>m. If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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.</p> <p>Modifications and/or alterations on the stated requirements in the financial document forms shall not be allowed.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
11.1	<p>The second bid envelope shall contain the financial documents for the Bid as specified in Section III. Checklist of Technical and Financial Documents. This shall include the complete accomplishment of all of the following documents as stated and required under Section VIII of this PBD and shall form part of the bidder's financial documents:</p> <ul style="list-style-type: none"> a. Original of duly signed and accomplished Financial Bid Form; and b. Original of duly signed and accomplished Price Schedule. <p>Modifications and/or alterations on the stated requirements in the financial document forms shall not be allowed.</p> <p>Applicable CAAP BAC Standard Forms included in this PBD shall be complied in accordance with the prescribed forms under Section IX Bidding Forms.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
12	<p>The price of the Goods shall be quoted DDP in the Philippines 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> <ul style="list-style-type: none"> a. The amount of not less than Php322,565.33 (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 Php806,413.34 (5% of ABC) if bid security is in Surety Bond.
15	<p>1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder.</p> <p>Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in</p>

	<p>accurate order in the form i.e. "page 3 of 100". Page number of last page of the document (per envelope basis). Pagination should be sequential based on the entire span of the whole documents inside the envelope.</p> <p>Each Bidder shall submit one (1) copy of the first and second components of its bid.</p>
19.1	<p>The Bidder must render its statement of Compliance/Conformity with Bidding Documents as enumerated and specified in Section VII. Technical Specifications.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>
19.2	<p>Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.2	<p>The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submit its</p> <ul style="list-style-type: none"> a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS); b) Business licenses and permits required by law (Registration Certificate, Mayor's Permit, & Tax Clearance); c) Latest Audited Financial Statements d) Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribed under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184; e) A Certificate of Satisfactory Performance from a government agency where the bidder conducted a nationwide appraisal service or where the appraisal service was conducted in at least five (5) different regions simultaneously of the country. An additional Certificate of Satisfactory Performance from CAAP and/or its relevant Service or end-user is required if the bidder was a previous or current service provider of CAAP f) Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; g) A notarized Undertaking specifying the names of the licensed appraisers, the license number, the validity of the license, and the Curriculum Vitae (CVs) of all the appraisers included in the team, must be attached. A copy of the Real Estate Appraisers' License, PRC License, or an equivalent license, must be attached to the notarized Undertaking;

	Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for the 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 RA 9184.
21.2	The CAAP-approved Technical Specifications (Terms of Reference) for the PROPERTY APPRAISAL SERVICE FOR THE 2024 VALUATION OF CAAP PROPERTIES AND ASSETS NATIONWIDE shall be an integral and inseparable part of the contract.

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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>"The delivery terms applicable to this Contract are delivered at CAAP Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site are the ADG II- AFS, Chief, Finance Department, and Chief, Asset Management Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. additional requirements to be provided under the Contract shall include those specified in the Terms of Reference <p>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.</p>

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within a period agreed by the parties.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</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 as follow:</p> <p>In consideration of the services rendered, the IPA shall be paid a total amount of Php16,128,266.70, inclusive of VAT, all logistics, lodging, other expenses and all applicable taxes and fees. The consideration shall be paid in the following schedule:</p> <table> <tr> <th>SCHEDULE OF PAYMENT</th><th>PERCENTAGE PAYMENT</th></tr> <tr> <td>Upon Submission of the Draft Appraisal Report for CAAP NCR Properties</td><td>10% of the Total Contract Price</td></tr> <tr> <td>Upon Submission of the Draft Appraisal Report for CAAP Area Center 1,2,3, & 4 Properties</td><td>20% of the Total Contract Price</td></tr> <tr> <td>Upon Submission of the Draft Appraisal Report for CAAP Area Center 5,6,7, & 8 Properties</td><td>20% of the Total Contract Price</td></tr> <tr> <td>Upon Submission of the Draft Appraisal Report for CAAP Area Center 9,10,11, & 12 Properties</td><td>20% of the Total Contract Price</td></tr> <tr> <td>Upon Submission of Final Appraisal Report (All Properties)</td><td>30% of the Total Contract Price</td></tr> <tr> <td>TOTAL</td><td>100%</td></tr> </table>	SCHEDULE OF PAYMENT	PERCENTAGE PAYMENT	Upon Submission of the Draft Appraisal Report for CAAP NCR Properties	10% of the Total Contract Price	Upon Submission of the Draft Appraisal Report for CAAP Area Center 1,2,3, & 4 Properties	20% of the Total Contract Price	Upon Submission of the Draft Appraisal Report for CAAP Area Center 5,6,7, & 8 Properties	20% of the Total Contract Price	Upon Submission of the Draft Appraisal Report for CAAP Area Center 9,10,11, & 12 Properties	20% of the Total Contract Price	Upon Submission of Final Appraisal Report (All Properties)	30% of the Total Contract Price	TOTAL	100%
SCHEDULE OF PAYMENT	PERCENTAGE PAYMENT														
Upon Submission of the Draft Appraisal Report for CAAP NCR Properties	10% of the Total Contract Price														
Upon Submission of the Draft Appraisal Report for CAAP Area Center 1,2,3, & 4 Properties	20% of the Total Contract Price														
Upon Submission of the Draft Appraisal Report for CAAP Area Center 5,6,7, & 8 Properties	20% of the Total Contract Price														
Upon Submission of the Draft Appraisal Report for CAAP Area Center 9,10,11, & 12 Properties	20% of the Total Contract Price														
Upon Submission of Final Appraisal Report (All Properties)	30% of the Total Contract Price														
TOTAL	100%														
4	<p>The inspections and tests that will be conducted shall include but not limited to the physical inspection and inventory, and/or whatever additional tests that the Technical Inspection Team may require.</p>														

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Submission of the Draft Appraisal Report for CAAP NCR Properties	1 Lot	30 days
2	Submission of the Draft Appraisal Report for CAAP Area Center 1, 2, 3 & 4 Properties	1 Lot	60 days
3	Submission of the Draft Appraisal Report for CAAP Area Center 5, 6, 7 & 8 Properties	1 Lot	60 days
4	Submission of the Draft Appraisal Report for CAAP Area Center 9, 10, 11 & 12 Properties	1 Lot	60 days
5	Submission of the Final Appraisal Reports (All Properties)	1 Lot	30 days
	TOTAL		240 days

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS (Terms of Reference)

for the

PROPERTY APPRAISAL SERVICE FOR THE
2024 VALUATION OF CAAP PROPERTIES AND ASSETS
NATIONWIDE

1. PROJECT DESCRIPTION

The Civil Aviation Authority of the Philippines (CAAP) was enacted through Republic Act No. 9497, whereby the Air Transportation Office (ATO) was abolished with all its real properties and offices transferred due to the intensive civil aviation reform program launched by the government. The CAAP is an independent regulatory body with quasi-judicial and quasi-legislative powers and possesses corporate attributes attached to the Department of Transportation (DOTr), for policy coordination.

Through the years, CAAP has administered prominent airports which have had a huge economic and social impact on its local and regional communities. Consequently, the Authority has its role to ensure and maintain the proper utilization of its real estate and facilities nationwide through an inventory of CAAP assets; however, limited to its current appraisal value that are currently outdated.

It is for this reason that CAAP opines to engage in a property appraiser service to undertake these essential property-related requirements, having an approved budget of **Sixteen Million One Hundred Twenty-Eight Thousand Two Hundred Sixty-Six Pesos and Seventy Centavos (PHP 16,128,266.70)**, inclusive of VAT, all logistics, lodging, other expenses and all applicable taxes and fees.

2. OBJECTIVE

Due to the present uncertain valuation of CAAP properties and assets used to perform regulatory, airport operations, and air navigation services nationwide, there is a need to engage the services of an Independent Property Appraiser (IPA) under the pertinent provisions of Section 53.6 of the revised Implementing Rules and Regulations of RA 9184, otherwise known as the "Government Procurement Reform Act" and its implementing rules and regulations for the consulting services for "scientific, academic, scholarly work or research".

The CAAP shall provide the IPA with its available pertinent documents and technical information necessary, if any, for the execution and performance of the services.

The result of the project will give CAAP an updated appraisal valuation of the properties that will be used in determining the current market value in the disposition and/or, development of the properties, potential Private-Public Partnerships (PPP), and insurance coverage for Government Service Insurance System (GSIS) under Republic Act No. 8291 or the Government Service Insurance System Act of 1977.

3. SCOPE OF WORK

The scope of the service shall cover the determination of the value of the land, building, and other improvements of the following properties on an "as-is-where-is" basis.

ASSET NAME	LAND AREA	LOCATION
CAAP NCR		
CAAP Main Office Complex / CNS-ATM Complex	3.5 Ha	Old MIA Road, Brgy. 198, Pasay City
CAAP Hangar	0.4 Ha	Andrews Ave. cor. Aurora Blvd., Pasay City
CATC Complex	1.3 Ha	Merville Access Road, Brgy. 201, Pasay City
CATC/CAAP Condominium	0.3 Ha	Merville Access Road, Brgy. 201, Pasay City
Manila Transmitter Station	4.1 Ha	Western Bicutan, Taguig City
Manila/CAAP Radar Complex	0.4 Ha	Vitalez, Pasay City
Manila Tower Complex (MIAA Control Tower)	0.3 Ha	Ninoy Aquino International Airport, Pasay City
CAAP Area Center 1 (Region 1)		
Laoag International Airport	107 Ha	Gabu Sur, Laoag City, Ilocos Norte
Baguio (Loakan) Airport	34.7 Ha	Loakan Proper, Baguio City, Benguet
Lingayen Airport	10.4 Ha	Maniboc, Lingayen City, Pangasinan
Rosales Airport	12 Ha	Carmen East, Rosales, Pangasinan
Vigan (Mindoro) Airport	19.5 Ha	Mindoro, Vigan, Ilocos Sur
Bacnotan VOR Facility (<i>Decommissioned</i>)	0.4 Ha	Raois, Bacnotan, La Union
Darayday Receiver Station (<i>Decommissioned</i>)	1 Ha	Brgy. 49-A, Darayday, Ilocos Norte
Alaminos International Airport Development Project (Proposed Airport acquired by the DOTC [now DOTr])	158.5 Ha	Alaminos City, Pangasinan
CAAP Area Center 2 (Region 2)		
Tuguegarao Airport	49 Ha	Pengue-Ruyu, Tuguegarao City, Cagayan
Bagabag Airport	45.1 Ha	Villa Coloma, Bagabag, Nueva Vizcaya
Basco Airport	34.7 Ha	Ihuvok II, Basco, Batanes
Cauayan Airport	44.8 Ha	San Fermin, Cauayan City, Isabela
Itbayat (Jorge Abad) Airport	184 Ha	San Jose, Itbayat, Batanes
Palanan Airport	13.7 Ha	Dimalicu-licu, Palanan, Isabela

Aparri RCAG/SSR Station	0.4 Ha	Catotoran Norte, Camalaniugan, Cagayan
Basco NDB Facility (<i>Decommissioned</i>)	0.2 Ha	Kayhuvokan, Basco, Batanes
Calayan CAAP Property (<i>LGU-operated Airport / land title registered to CAAP</i>)	6.4 Ha	Centro I-Dadao, Calayan, Cagayan
Castillejos CAAP Property (<i>land title registered to RP</i>)	6.76 Ha	Nagbaito (Sakatihan), Castillejos, Zambales
CAAP Area Center 3 (Region 3 and Region 4-A)		
Plaridel Airport	10.6 Ha	Lumang Bayan, Plaridel, Bulacan
Alabat Airport	7.9 Ha	Villamanzano Norte, Perez, Quezon
Baler (Dr. Juan C. Angara) Airport	19.3 Ha	San Isidro, San Luis, Aurora
Calapan Airport	23 Ha	Suqui, Calapan, Oriental Mindoro
Iba Airport	24.9 Ha	Sto. Rosario, Iba, Zambales
Jomalig Airport	49.3 Ha	Talisoy, Polilio, Quezon
Lubang Airport	16 Ha	Bagong Sikat, Lubang, Occidental Mindoro
Mamburao Airport	20 Ha	Brgy. No. 2, Mamburao, Occidental Mindoro
Marinduque (Gasán) Airport	18.6 Ha	Masiga, Gasan, Marinduque
Pinamalayan Airport	54 Ha	Pambisan Malaki, Pinamalayan, Oriental Mindoro
Romblon (Tablas) Airport	16.0 Ha	Tugdan, Alcantara, Romblon
San Jose Airport	49.7 Ha	Pandurucan, San Jose, Mindoro
Sangle Point Airport	94 Ha	San Antonio, Cavite City, Cavite
Wasig (Mansalay) Airport	36 Ha	San Antonio, Mansalay, Oriental Mindoro
Cabanatuan DVOR-DME Facility	1 Ha	Bakod Bayan, Cabanatuan City, Nueva Ecija
Tagaytay Radar/Transmitter Station (Site 1)	1.4 Ha	Neogan, Tagaytay City, Cavite
Tagaytay Receiver Station (Site 2)	0.6 Ha	Neogan, Tagaytay City, Cavite
Tagaytay Receiver Station (Site 3)	0.2 Ha	Neogan, Tagaytay City, Cavite
Alabat NDB Facility (<i>Decommissioned</i>)	0.3 Ha	Villamanzano Norte, Perez, Quezon
Cabanatuan (Old) DVOR-DME Facility (<i>Decommissioned</i>)	0.7 Ha	Camp Tinio, Cabanatuan City, Nueva Ecija

Rosario NDB Facility (<i>Decommissioned</i>)	0.6 Ha	Tejero, Rosario, Cavite
Lucena CAAP Property (<i>land title registered to RP</i>)	2.5 Ha	Ibabang Iyam, Lucena City, Quezon
CAAP Area Center 4 (Region 4-B)		
Puerto Princesa International Airport	121.4 Ha	Banco-Banco, Puerto Princesa City, Palawan
Busuanga-Coron (Francisco B. Reyes) Airport	18.7 Ha	Decalchao, Coron, Palawan
Cuyo Airport	15.7 Ha	Lucbuan, Magsaysay, Palawan
San Vicente Airport	38.4 Ha	Poblacion, San Vicente, Palawan
Palawan RCAG/SSR Station	0.5 Ha	Quezon Road, Quezon, Palawan
Puerto Princesa NDB Facility (<i>Decommissioned</i>)	1.5 Ha	Banco-Banco, Puerto Princesa City, Palawan
CAAP Area Center 5 (Region 5)		
Bicol International Airport	140.4 Ha	Alobo, Daraga, Albay
Bulan Airport	30.8 Ha	Managanaga, Bulan, Sorsogon
Daet (Bagasbas) Airport	48 Ha	Bagasbas, Daet, Camarines Norte
Masbate (Moises Espinosa) Airport	24 Ha	Nursery, Masbate City, Masbate
Naga (Pili) Airport	30.8 Ha	San Jose, Pili, Camarines Sur
Sorsogon (Bacon) Airport	14.3 Ha	San Roque Bacon, Sorsogon City, Sorsogon
Virac Airport	30.5 Ha	Cavinitan, Virac, Catanduanes
Legazpi CAAP Property (<i>former Airport</i>)	39 Ha	Cruzada – Bogtong, Legazpi City, Albay
CAAP Area Center 6 (Region 6)		
Iloilo International Airport	188 Ha	Gaub, Cabatuan, Iloilo
Antique (Evelio B. Javier) Airport	24.7 Ha	Funda-Dalipe, San Jose de Buenavista, Antique
Bacolod-Silay International Airport	180.1 Ha	Bagtic, Silay City, Negros Occidental
Kalibo International Airport	38 Ha	Pook, Kalibo, Aklan
Roxas Airport	19.9 Ha	Baybay, Roxas City, Capiz
Caticlan (Godofredo P. Ramos) Airport	11.41 Ha	Caticlan, Malay, Aklan
Tangalan RCAG/SSR Facility	0.6 Ha	Jawili, Tangalan, Aklan
Bacolod CAAP Property (<i>former Airport</i>)	17 Ha	Singcang-Airport, Bacolod, Negros Occidental

CAAP Area Center 7 (Region 7)		
Bohol-Panglao International Airport	223 Ha	Tawala, Panglao, Bohol
Dumaguete (Sibulan) Airport	43.2 Ha	Agan-an, Sibulan, Negros Oriental
Siquijor Airport	14 Ha	Cang-alwang, Siquijor, Siquijor
Ubay Airstrip	27.7 Ha	Camambugan, Ubay, Bohol
Mactan-Cebu International Airport Administrative Building / Control Tower Compound	0.9 Ha	Pajo, Lapu-Lapu City, Cebu
Mt. Majic RCAG/SSR Station	0.2 Ha	Loay, Toledo, Cebu
Mactan Transmitter Station (<i>Decommissioned</i>)	0.2 Ha	Sangi, Lapu-Lapu City, Cebu
Talibon CAAP Property (<i>land title registered to CAAP</i>)	24.8 Ha	San Agustin, Talibon, Bohol
Tagbilaran CAAP Property (<i>former Airport</i>)	23.2 Ha	Toloto-Booy-Cogon, Tagbilaran, Bohol
CAAP Area Center 8 (Region 8)		
Daniel Romualdez (Tacloban) Airport	134.3 Ha	San Jose, Tacloban City, Leyte
Biliran Airport	84.7 Ha	Haguikhikan, Naval, Biliran
Borongan (Punta Maria) Airport	12 Ha	Punta Maria, Borongan, Eastern Samar
Calbayog Airport	60 Ha	Trinidad, Calbayog, Samar
Catarman Airport	14.7 Ha	Airport Village, Catarman, Northern Samar
Catbalogan Airport	39.4 Ha	Cabugawan, Catbalogan City, Western Samar
Guiuan Airport	42.8 Ha	San Roque, Guiuan, Samar
Hilongos Airport	18.9 Ha	Liberty, Hilongos, Leyte
Maasin (Pana-awan) Airport	46.2 Ha	Pana-awan, Maasin, Southern Leyte
Ormoc City Airport	41 Ha	Airport Village, Ormoc, Leyte

CAAP Area Center 9 (Region 9)		
Zamboanga International Airport	84.3 Ha	Baliwasan Moret, Zamboanga City, Zamboanga del Sur
Dipolog Airport	27 Ha	Minaog, Dipolog City, Zamboanga del Norte
Ipil Airport	13 Ha	Sanito, Ipil, Zamboanga Sibugay

Liloy Airport	7.2 Ha	Comunal, Liloy, Zamboanga del Norte
Pagadian Airport	64.4 Ha	Muricay, Pagadian, Mindanao
Siocon Airport	5.9 Ha	Jose P. Brillantes Sr., Siocon, Zamboanga del Norte
Zamboanga RCAG/SSR Station	0.3 Ha	Calarian, Zamboanga, Zamboanga Sibugay
CAAP Area Center 10 (Region 10)		
Laguindingan International Airport	393.3 Ha	Liberty-Moog, Laguindingan, Misamis Oriental
Camiguin Airport	17.6 Ha	Baylao, Mambajao, Camiguin
Iligan (Maria Cristina) Airport	27.8 Ha	Maria Cristina, Balo-i, Lanao del Norte
Ozamiz (Labo) Airport	26.8 Ha	Labo, Ozamis City, Misamis Occidental
Basilan CAAP Property (<i>land title registered to CAAP</i>)	0.3 Ha	Cabunbata, Isabel City, Basilan
CAAP Area Center 11 (Region 12)		
General Santos (Tambler) Airport	600 Ha	Fatima, General Santos, South Cotabato
Allah Valley Airport	14.3 Ha	Centrala-Poblacion, Surallah, South Cotabato
Davao (Francisco E. Bangoy) International Airport Control Tower Compound	0.4 Ha	Sasa, Davao City, Davao del Sur
Davao RCAG/SSR Station	4.5 Ha	Sasa, Davao City, Davao del Sur
CAAP Area Center 12 (Region 13)		
Butuan (Bancasi) Airport	74.1 Ha	Bancasi, Butuan City, Agusan del Norte
Bislig Airport	84.7 Ha	Poblacion, Bislig City, Surigao del Sur
Siargao (Sayak) Airport	14.3 Ha	Esperanza, Del Carmen, Surigao del Norte
Surigao Airport	23 Ha	Luna, Surigao City, Surigao del Norte
Tandag Airport	21.1 Ha	Awasian, Tandag City, Surigao del Sur
Bad-as (Placer) CAAP Property (<i>land title registered to RP</i>)	11.7 Ha	Sta. Cruz, Placer, Surigao del Norte
Barobo CAAP Property (<i>DENR recognized the property belongs to CAAP</i>)	30.2 Ha	Amaga, Barobo, Surigao del Sur
BAA Airports (Airside Operations Facilities, if present)		
Jolo Airport (<i>Area Center 9</i>)		Jolo, Sulu

Sanga-Sanga Airport (<i>Area Center 9</i>)	Facility only	Sanga-Sanga, Bongao, Tawi-Tawi
Cotabato (Awang) Airport (<i>Area Center 11</i>)		Brgy. Awang, Datu Odin Sinsuat, Maguindanao
Cagayan de Sulu (Mapun) (<i>Area Center 9</i>)		Mapun, Tawi-Tawi
Wao Airport (<i>Area Center 10</i>)		Wao, Lanao del Sur
Malabang Airport (<i>Area Center 10</i>)		Malabang, Lanao del Sur

For the purposes of this Project, **Airside Operations Facilities** are the following:

- a. Runways, Taxiways, and Aprons.
- b. Airport Control Tower, and Flight Service Station Building
- c. Air Traffic Administration Building.
- d. Aircraft Rescue and Firefighting ("ARFF")
- e. Air Navigation Facilities, and,
- f. Other plants, properties, and facilities used for airside operations.

3.1 EVALUATION APPROACH

Cost Comparative Approach: Shall consider the possibility that, as an alternative to the purchase of a given property, one could acquire a modern equivalent asset that would provide equal utility. In a real estate context, it would involve the cost of acquiring equivalent land and constructing an equivalent new structure. Often the subject property will be less attractive than the cost of the modern equivalent because of age and obsolescence. Therefore, deductions are made to reflect physical deterioration and all relevant forms of obsolescence and optimization. This approach would normally be used in assessing the value of specialized assets not usually sold in the open market or where direct market evidence is limited or unavailable.

For improvements, including plant, machinery, and equipment, the extent of maintenance, its condition and habitability or utility, and its remaining useful life should first be considered before a value is given. Any improvement, including plant, machinery, and equipment that can no longer serve its purpose or utility should be valued at "Salvage Value".

Determination of Market Value shall likewise take into account the defects of the property such as the presence of Informal Settlers, and/or existence of easements inside the property, and etc. If the property has defects, the IPA shall provide two market values of the property: without and with defects, or statement of no finding, if not present/applicable.

4. GENERAL REQUIREMENTS

The IPA must satisfy the following requirements:

- a. Shall be registered online with the Philippine Government Electronic Procurement System (<https://www.philgeps.gov.ph>);

- b. Shall be on the list of the Bangko Sentral ng Pilipinas (BSP) or a professional association of appraisers recognized by the BSP;
- c. Shall be licensed by the Professional Regulation Commission (PRC), as an appraiser or holds an equivalent license. and registered with the Professional Regulatory Board of Real Estate Services (PRBRES) under RA 9646 (Real Estate Service Act of the Philippines, 2009);
- d. Shall have conducted an appraisal service for a government agency whose project scope is nationwide or simultaneously within at least five (5) different regions, and shall comply with all eligibility requirements provided in RA 9184 and its IRR;
 - Assign a Team Leader to the project who has at least ten (10) years of experience in appraisal works as a Licensed Real Estate Appraiser, five (5) years of which preferably as a Team Leader; and
 - Assign at least four (4) other licensed Real Estate Appraisers who have at least three (3) years of relevant experience, to act as support to the Team Leader.

The IPA must submit a notarized Undertaking specifying the names of the licensed appraisers, the license number, and the validity of the license. A copy of such Licenses must be attached to the notarized Undertaking.

5. DELIVERABLES

1. The IPA is expected to deliver an Appraisal Report, which shall be consistent with the Philippine Valuation Standards (PVS) and shall include, but not limited to, the following:

Market Value Appraisal: The estimated amount for which a property should be exchanged on the date of valuation between a willing buyer and a willing seller wherein the parties had each acted knowledgeably, prudently, and without compulsion. Moreover, this shall also estimate the amount required to replace, repair, or rebuild a property on the date of valuation, ensuring it is restored to its original condition or to a condition specified for it to function, and ensure that the property owner has adequate insurance coverage to restore the property to its original condition following any damages.

- a. **Market Rental Value:** The estimated amount for which a property or space within a property should be leased on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms wherein the parties had each acted knowledgeably, prudently, and without compulsion. Date as of which the value applies, date of the report and date of inspection;
- b. Technical description, physical characteristics, and other necessary details of the properties listed in Section 3 of this TOR;

- c. Basis of valuation, including type and definition of value. When any of the component of the valuation is valued on more than one basis of value, a clear distinction must be made between the bases;
- d. Estimated Market Value, and Market Rental Value of the land covering the subject airport with and without its improvements, and estimated repair, replace, and reproduction cost of structures and improvements therein;
- e. Description of the scope/extent of work used to develop the valuation;
- f. All assumptions and limiting conditions upon which the value conclusion is contingent;
- g. Special, unusual or extraordinary assumptions and address the probability that such condition will occur; and

Description of the information and data examined, the market analysis performed, the valuation approaches and procedures followed, and the reasoning that supports the analyses, opinions and conclusions in the report.

The report shall also include details of at least three comparable sales of land with the same classification in proximity, where appropriate, such as source of data, exact location of the comparable land and their estimated distance from the subject property. Include source data of comparable land such as screenshot of webpage or photo of listing or screenshot of email or text with broker/appraiser, etc., whichever is applicable.

Provide two separate valuations for the property beset with informal settlers, one valued as if vacant, and the other with informal settlers.

2. **Land Data and Title Verification:** Locate, inspect, and plot the subject property to determine boundaries, use and occupancy, illegal encroachments or structures, right-of-way or the lack thereof, obstructions that would affect the access to and from the property, easements, and physical characteristics of the land. These shall include, but not limited to, the following:
 - a. Identification and Description:
 - i. Property Rights or interest to be valued;
 - ii. Physical and legal characteristics of the properties;
 - iii. Classes of properties included in the valuation other than the primary property categories, and;
 - iv. Inventory of Building Equipment, and Facilities.
 - b. Conduct of necessary inspection, based on the properties' Technical Description as inscribed on the Property Title or from other available documents/information to verify and/or record the following;

- i. Property location and identification,
 - ii. Landmarks and distance from main thoroughfares,
 - iii. Conditions or any defects on the property such as, but not limited to;
 - iii.a: Issue on possession and ownership; with occupants, with informal settlers, and etc.
 - iii.b: Legal issues, with pending cases or adverse land claims (e.g., occupants' claim that their original property are yet to be paid by the CAAP, and other similar claims.)
 - iii.c: Issues on documentation, (e.g., discrepancy in the area, erroneous technical description)
 - iii.d: Security personnel manning the property, or explicit statement of no finding, if not applicable.
 - c. Conduct of property title inventory by verifying lots occupied by the subject property. Further, the IPA shall report if a re-survey is necessary by a professional surveyor.
- Should the appraisal company fail to conduct title verification and obtain the corresponding Certified True Copy of Title due to reasons beyond its control, the appraisal company shall indicate the same in the report and provide supporting documents relative to the conduct of title verification (e.g., receipt/note or report from the Registry Deeds on the unavailability of certified true copy of title and the reasons thereof).
- If the property is covered by Tax Declaration (TD) only, the appraisal company shall also conduct a TD verification and secure a certified true copy thereof. If the same could not be secured, indicate the same in the report and provide supporting documents in the same manner as provided in the preceding paragraph.
- d. Conduct an inspection of all improvements, if any, to determine the floor area, number of rooms, nature, make or type, materials used, remaining economic life, extent and condition of existing improvements. Include name(s) of lessee(s), occupant(s), or informal settler(s), and details of any existing lease contract or agreement on the property, if any.
 - e. The appraisal report shall be accompanied by the following documents:
 - i. Certified true copy of OCTs or TCTs covering the properties on file with the Register of Deeds (ROD);
 - ii. Pictures of the properties with date stamp (camera must have a dater to capture actual date photo was taken; and maps must be scanned in PDF format);
 - iii. Compound layouts, plots, plans, vicinity maps, location plans to show the relative location of the Properties to land, building and other land improvement;

- iv. Name of occupants, if any, contact number and other relevant circumstances of their occupancy;
 - v. Latest real estate tax assessment and other unpaid dues/assessments; and
 - vi. Such other documents as may be required by CAAP.
- f. The Appraisal Report shall be submitted in two (2) color-printed copies at each airport, in bookbind, all in English, in A4 (210 mm x 297mm) paper; and a digital copy of the report in Portable Document Format (PDF) version.

The Appraisal Report must be signed by the project Team Leader and the assistant appraisers who must have the qualifications and expertise as indicated in Section 4 of this TOR.

Submission of deliverables will be divided into five phases according to the location of the properties and the reports' drafting and finalizing process, as detailed in item no. 6.

5.1 DOCUMENTS TO BE PROVIDED BY CAAP

- a. Available copies of TCTs/OCTs/Deeds of Sale, Deeds of Donation, Tax Declarations and other relevant property-related documents
- b. Available Plans and Maps that may include, but not limited to the following:
 - Parcellary Plans
 - Survey Plans
 - Cadastral Maps
 - Development Plans
- c. Available legal documents such as MOAs, MOUs and Usufruct Agreements
- d. Letter of authority to inspect the properties
- e. Access to relevant databases
- f. Other documents that may be requested by the IPA, subject to its availability

6. TIMELINE OF SUBMISSION

The project is expected to be completed in **Two Hundred Forty (240) days** after receipt of the Notice to Proceed (NTP) issued by CAAP. This is exclusive of time spent for review and acceptance of each phase.

PROJECT PHASE	TIMELINE
Submission of the Draft Appraisal Report for CAAP NCR Properties	30 days
Submission of the Draft Appraisal Report for CAAP Area Center 1, 2, 3 & 4 Properties	60 days
Submission of the Draft Appraisal Report for CAAP Area Center 5, 6, 7 & 8 Properties	60 days
Submission of the Draft Appraisal Report for CAAP Area Center 9, 10, 11 & 12 Properties	60 days
Submission of the Final Appraisal Reports (All Properties)	30 days
TOTAL	240 days

CAAP shall be given a maximum of twenty (20) calendar days for the review and evaluation of each report submitted by the IPA. The period allocated for CAAP's review and evaluation of the submitted reports shall be deemed to interrupt or stop the running Completion Period allocated for the IPA. The exact timeline will be determined in consultation with the IPA.

7. TERMS OF PAYMENT

In consideration of the services rendered, the IPA shall be paid a total amount of **PHP 16,128,266.70**, inclusive of VAT and all applicable taxes and fees, which shall be paid in the following schedule:

SCHEDULE OF PAYMENT	PERCENTAGE PAYMENT
Upon Submission of the Draft Appraisal Report for CAAP NCR Properties	10% of the Total Contract Price
Upon submission of Draft Appraisal Report for CAAP Area Center 1, 2, 3 & 4 Properties	20% of the Total Contract Price
Upon submission of Draft Appraisal Report for CAAP Area Center 5, 6, 7 & 8 Properties	20% of the Total Contract Price
Upon submission of Draft Appraisal Report for CAAP Area Center 9, 10, 11 & 12 Properties	20% of the Total Contract Price

Upon Submission of Final Appraisal Reports (All Properties)	30% of the Total Contract Price
TOTAL	100%

8. PERFORMANCE SECURITY

- a. Upon signing of the contract, the IPA shall post a Performance Security in favor of CAAP to guarantee the performance of all its obligations under the contract and TOR.
- b. The Performance Security may be in any of the forms listed in the table below, callable upon demand, and co-terminus with the final completion and acceptance of the project:

FORM OF SECURITY	MINIMUM AMOUNT IN % OF THE TOTAL CONTRACT PRICE
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank Guarantee	Ten Percent (10%)
Sure bond, Government Service Insurance System (GSIS) or any private insurance company acceptable to CAAP	Thirty Percent (30%)
Foreign Government Guarantee	One Hundred Percent (100%)

- c. The Performance Security shall be forfeited in favor of CAAP if the client fails to fulfill any of its obligations under the TOR or the contract. Additional penalties may also be imposed upon the IPA for such failure.
- d. The following shall form part of the Performance Security, that CAAP as the procuring entity has the "right to institute action on the penal bond pursuant to Act No. 3688 of any individual, firm, partnership, corporation, or association supplying labor or material for the prosecution of the work is hereby acknowledged and confirmed".

9. GENERAL TERMS AND CONDITIONS

The documentation compiled or prepared during the performance of the IPA shall be the absolute property of the CAAP and shall not be used by the IPA for purposes unrelated to the contract without the prior written approval of CAAP.

a. Entire Agreement

The contract shall constitute the entire agreement between CAAP and the IPA and may only be varied by the written agreement of the parties.

b. Independent Contractor

The contract of the IPA with CAAP is strictly and solely that of an independent contractor, and no employer-employee relationship is hereby created or shall arise between the IPA or his employees or agents and CAAP by reason or as a consequence hereof. As such, CAAP shall not be liable for any damage, injury, or death caused to the IPA's employees, agents, or third parties.

The IPA may employ other IPAs and/or subcontractors in the performance of its work, provided that the IPA shall be responsible for and warrant the quality of the work performed by the employed IPAs and/or subcontractors as well as on its own account, provide their corresponding compensation, and ensure that the subcontractors are qualified and there is no conflict of interest.

The IPA shall ensure that its subcontractor is informed of the terms of the contract between CAAP, and the IPA and that the subcontractor is required to agree to comply with and be bound by the said terms. The terms of the subcontractor's engagement by the contractor will include a statement to the effect that the subcontractor acknowledges that there is no employer-employee or other direct contractual relationship between itself (the subcontractor) and CAAP.

c. Alteration and Additional Works

Revisions or additional work that become necessary due to the errors or faults of the IPA or those that are necessary to comply with the requirements of the contract shall be done by the IPA at no additional cost to CAAP.

d. Delay, Extension of Time, and Force Majeure

Any delay on the agreed completion date from failure of performance by either party shall not constitute a default hereunder nor give rise to any claim if such delay or failure is directly attributable to acts of God, any act of sabotage, war, armed invasion, revolution, insurrection, blockade, riot, declaration of national emergency, industry-wide strike, or any other cause beyond the control of either party or which cannot be avoided by the IPA or CAAP despite the exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works which were not performed due directly to the occurrence of such force majeure. Immediately after such notification, the parties shall meet to discuss and agree on the appropriate steps or measures to be taken to minimize the effect(s) of the force majeure, provided that the party affected shall be entitled to an extension of the contract time for the number of days of the delay incurred by reason of the causes above mentioned.

e. Ownership of Reports and Documents

The reports, drawings, documents, and materials compiled or prepared during the performance of the Services shall be absolute properties of CAAP and shall not be used by the IPA for purposes unrelated to the contract without the prior written approval of CAAP. Any equipment supplied by the CAAP for which payments are made or reimbursed under the contract shall become and remain the property of the CAAP.

f. **Confidentiality**

All information and documents shared during the consulting service engagement shall remain confidential and remain the property of CAAP and may not be disclosed to third parties without prior consent. The IPA and CAAP shall sign a Non-Disclosure Agreement (NDA) to legally ensure the protection of the Authority's confidential and proprietary information under the Data Privacy Act of 2012. Failure to observe the same shall warrant the rescission of the contract and forfeiture of the surety in favor of CAAP.

g. **Governing Law and Dispute Settlement**

The contract will be governed by the laws of the Philippines and disputes shall be settled by arbitration under the then-current rules of the Philippine Dispute Resolution Center, Inc. The venue of arbitration shall be in the Civil Aviation Authority of the Philippines (CAAP) Office, Old MIA Road, Pasay City 1300.

h. **Immunity**

The contract shall expressly state that, in the execution thereof, CAAP does not waive, nor shall be deemed to waive, any immunity or defense available to it against claims arising from the exercise of its governmental powers and functions, subject to the requirements of dispute resolution and/or arbitration.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid ; **and**
- ☐ (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) Schedule of Requirements
- ☐ (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) ; and if applicable,

Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

This shall include all of the following documents as attachment to the Omnibus Sworn Statement:

- ☐ 1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184;
- ☐ 2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and
- ☐ 3. Bid Bulletins (if applicable)

Financial Documents

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

Class "B" Documents

- ☐ (i) 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

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

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

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

Bidding Forms

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Other Bidding Forms (ANNEX “C”)

{ATTACH COMPANY LETTERHEAD/LOGO}

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/delivery/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 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 PBD;
- 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 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 on 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 on 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 on behalf of: _____

Other Bidding Forms

(ANNEX "A")

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

{ATTACH COMPANY LETTERHEAD/LOGO}

Statement of all its ON-GOING 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

Name of Project: _____

Location of Project: _____

Name of Company : _____
Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed	Accomplishment		Values of Outstanding Works
			Description	%			Planned	Actual	
Government									
Private									
						Total value of outstanding works			

Submitted by: _____
(Print Name & Signature)

Designation: _____

Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO }

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

Name of Project: _____
Location of Project: _____

Name of Company : _____
Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

Submitted by: _____
(Print Name & Signature)

Designation: _____

Date: _____

JOINT RESOLUTION

Whereas, _____ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with office address at _____, represented herein by its _____, _____, and _____ (Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with main office address at _____, represented by herein by its _____, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:

(Name of Project / Contract)

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

- a. To appoint _____ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:
- b. That, the parties agreed to make _____ (Name of Particular Lead Partner) _____ as the Lead Partner of the Joint Venture and (Name of Authorized Officer) _____ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. _____ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
- c. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
- d. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project to the agency of the government, which in this case, the (Name of Procurement Entity);

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this _____ day of _____, 20 ____ in _____.

Name of Bidder (Lead Partner)

By: _____
Signature & Name of
Managing Officer

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the City of _____, Philippines, this _____ day of _____, 20____ personally appeared the following persons:

NAME	Community Cert. No.	Date / Place of Issue
------	---------------------	-----------------------

Representing to be the _____ of _____ and _____ of _____ respectively, known to me and to me known to be the same persons who executed the foregoing instrument for and in behalf of said corporations and who acknowledge to me that same is their free and voluntary act and deed as well as of the corporations which they represent, for the uses, purposes, and considerations therein set forth and that they are duly authorized to sign the same.

This Instrument consists of THREE (3) pages including this page wherein this Acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereon.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date hereinafter first above written.

NOTARY PUBLIC

Doc. No. _____
Book No. _____
Page No. _____
Series of _____

Other Bidding Forms

(ANNEX "B")

<u>Annex "B" Form 1</u>	<u>Bid Securing Declaration</u>
<u>Annex "B" Form 2</u>	<u>Schedule of Requirements</u>
<u>Annex "B" Form 3</u>	<u>Conformity to Technical Specifications</u>
<u>Annex "B" Form 4</u>	<u>Omnibus Sworn Statement</u>

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this __ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. ____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

{ATTACH COMPANY LETTERHEAD/LOGO}

Schedule of Requirements

Item No.	Description	Quantity	Unit	Delivered, Weeks/ Months

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO}

Technical Specifications

Item	Specification	Statement of Compliance

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

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

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

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

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

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this __ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on __ at ____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Other Bidding Forms

(ANNEX "C")

Annex "C" Form 1 Authority of Signatory (Secretary's Certificate)

**AUTHORITY OF SIGNATORY
(SECRETARY'S CERTIFICATE)**

I, a duly elected and qualified Corporate Secretary of (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that(Name of Bidder) be, as it hereby is, authorized to participate in the bidding of(Name of the Project) by the(Name of the Procuring Entity); and in that if awarded the project shall enter into a contract with the(Name of the Procuring Entity) and in connection therewith hereby appoints(Name of Representative), acting as duly authorized and designated representatives of(Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent(Name of the Bidder) in the bidding as fully and effectively as the(Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said this.

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me this __ day of __, 20__ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at, Philippines.

Notary Public

Until 31 December 20_____

PRT No.: _____

Issued at: _____

Issued on: _____

TIN No.: _____

Doc. No. _____

Page No.: _____

Book No.: _____

Series of _____

