

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION RECORD MANAGEMENT DIVISION (ARMD) DATABASE

Bid No.24 074-09 BRAVO

**Government of the Republic of the
Philippines**

**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



Republic of the Philippines

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

INVITATION TO BID FOR

**UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION
RECORD MANAGEMENT DIVISION (ARMD) DATABASE**

Bid No. 24-074-09 BRAVO

1. The Civil Aviation Authority of the Philippines (CAAP), through the CAAP Corporate Budget CY 2024 intends to apply the sum of **ONE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (Php 1,250,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION RECORD MANAGEMENT DIVISION (ARMD) DATABASE**
2. **(Bid No. 24-074-09 BRAVO)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The Civil Aviation Authority of the Philippines now invites bids for **UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION RECORD MANAGEMENT DIVISION (ARMD) DATABASE**. Completion of the project is required within **NINETY (90) CALENDAR DAYS**. Bidders should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. 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) 9184, otherwise known as the "Government Procurement Reform Act".
5. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
6. Interested bidders may obtain further information from Civil Aviation Authority of the Philippines and inspect the Bidding Documents at the address given below during office hours.
7. A complete set of Bidding Documents may be acquired by interested Bidders on **24 September 2024 until deadline of submission of bids** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,600.00 (inclusive of 12% VAT)**. It 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.
8. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference on **02 October 2024 @ 9:30 AM** through video conferencing or webcasting via



Zoom/Google Meet, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for Google Meet link.

9. Bids must be duly received by the BAC Secretariat at the address below on or before **16 October 2024 @ 9:30 AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **16 October 2024 @ 9:30 AM** at CAAP Conference Room, 4th Floor, CAAP Main Building, Old MIA Road Pasay City, MM. 1300. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
11. 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
12. 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.
13. Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
14. For further information, please refer to:
ENGR. LEANDRO R. VARQUEZ
Head, BAC Secretariat
3rd Floor Supply, Procurement Building
Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Telephone number – (02) 8246-4988 loc.2236
Email: www.caap.gov.ph

Committee Bravo

ATTY. DANJUN G. LUCAS
Chairperson, Bids and Awards

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines* wishes to receive Bids for the **UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION RECORD MANAGEMENT DIVISION (ARMD) DATABASE** with identification number **BID NO. 24-074-09 BRAVO**.

The Procurement Project (referred to herein as "Project") is for CAAP Central Office, 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 CAAP APP CY2024 in the amount of **ONE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (Php 1,250,000.00)**
- 2.2. The source of funding is:
 - a. The CAAP Corporate Operating Budget CY 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- 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: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- b. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Conference Room 4/F CAAP Main Building, Old MIA Road Pasay City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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:

a. 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 120 calendar days from the date of the opening of bids and shall be callable on demand. 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.

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 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.

- 19.4. The Project shall be awarded as follows:

Option 1 – 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="text-align: center;">“Procurement of Database Archiving System”</p> <p>a. Should have completed, within the last five (5) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	<i>Subcontracting is not allowed</i>
10.1	<p>a) 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 Regulations (R-IRR) of RA 9184; and</p> <p>b) 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</p> <p>c) Bid Bulletins (if applicable).</p>
12	The price of the Goods shall be quoted DDP RSD-FSIS, CAAP Old MIA Road Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 25,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php 62,500.00, if bid security is in Surety Bond.</p>
15	<p>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</p>

	<p>paginated in accurate order in the form i.e. "page 3 of 100". Page number of last page of the document (per envelope basis).</p> <p>Pagination should be sequential based on the entire span of the whole documents inside the envelope.</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 (Philgeps, Registration Certificate, Mayor's Permit, & Tax Clearance); and c) Latest Audited Financial Statements. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p>

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – 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 the Contract are DDP delivered RSD-FSIS, CAAP Old MIA Road Pasay City. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered RSD-FSIS, CAAP Old MIA Road Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Niña Krystel M. Romasanta.</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> <ol style="list-style-type: none"> performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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. <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:

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

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof is 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 three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) weeks of placing the order.

Packaging –

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

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

The outer packaging must be clearly marked on at least four (4) sides as follows:

	<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>
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	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.
2.2	Partial payment is not allowed. Terms of payment shall be 100% after complete delivery and final acceptance of goods.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1) Software Inspections which include but not limited to code review for potential bugs, software updates on the latest patches; 2) Data Integrity Tests which include but not limited to data validation to check data accuracy, data backup and recovery; 3) Performance Testing which include but not limited to load testing to ensure it can handle peak usage time, response time testing to determine the time it takes to retrieve and display records; 4) Security Tests which include but not limited to Access Control Testing to verify authorized users access and access logs are maintained; and 5) User Acceptance Testing which include but not limited to functional testing to ensure all features and functionalities of the system work as intended, User Feedback to gathering feedback from end-users to identify any issues or areas for improvement

*Section VI. Schedule of
Requirements*

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Unit	Delivered, Weeks/Months
1	High-performance server	1	lot	Ninety (90) calendar days upon receipt of NTP
2	External SSD	1	lot	
3	Uninterrupted Power Supply			
4	ARMD Archive upgrade	1	lot	
5	SQL-Based Report Generator	1	lot	
6	Automated Data Encoding and Upload Feature	1	lot	
7	Automated File Storage Synchronization Tool	1	lot	
8	Database and Application Backup	1	lot	
9	Database Migration	1	lot	
10	System Training	1	lot	

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

Section VII. Technical Specifications

Technical Specifications

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

Item	Specification	Statement of Compliance
1	High-performance server <ul style="list-style-type: none"> • 8-core processor 3.5 GHz • 16GB RAM DDR 5 • 1 x 1TB SSD for system/application • Gigabit Ethernet Port • HDMI • OS with graphical user interface • Minimum Apache HTTP Server V.2.4.62 • SSL certificate /Apache Configuration • Apache virtual hosts • Code Editor • PHP 8.x w/ Mbstring extension • Xdebug for PHP (switch on/off script) • APC Cache • Database System (latest stable MySQL, MariaDB, or Postgre SQL) • Admin script/app for database management • CMS (Joomla 5.x) • DNSMASQ • Bootstrap 5 compatible Template Framework 	
2	2 external Solid State Drive <ul style="list-style-type: none"> • Capacity 1TB • USB-C compatible • up to 1050MB/s read and 1000MB/s write speed • IP-65-rated for water- and dust-resistance 	
3	Uninterrupted Power Supply (UPS) <ul style="list-style-type: none"> • 650VA • Automatic Voltage Regulation (AVR) 	

	<ul style="list-style-type: none"> • Full protection for Short-Circuit, Overload, Over-Discharge, Over-Charge and Over-Temperature • 4 Sockets • Warranty 1 Year 	
4	<p>ARMD system upgrade installed and tested</p> <ul style="list-style-type: none"> • Template System: Replace the existing template with one Bootstrap 5 compatible frontend/backend template (PHP 8 & Joomla 5 compatible) • PHP 8.x Compatibility: Identify and resolve all PHP 8 incompatibilities (existing system is compatible with PHP 5.6) • JavaScript Modernization: Replace outdated MOO-Tools functions with plain JavaScript. • File Uploader: Replace the existing MOO-Tools upload field with a modern, compatible multi-file uploader • Date Picker Enhancement: Replace the current MOO-Tools date picker with a modern date range function picker. • Data Field Expansion: Add the capability to create and manage unlimited number of new data fields without compromising the existing database structure 	
5	<p>SQL-Based Report Generator: Install and incorporate a SQL-based report generator capable of producing unlimited custom report designs out of the ARMD database into existing ARMD system</p> <ul style="list-style-type: none"> • with customizable header, footer, and body HTML templates • compatible with PHP functions calls • configurable filters • custom fonts support • export capabilities to Excel, CSV, HTML, XML and PDF • configure min. 5 customized reports per ARMD specifications 	

6	<p>Automated Data Encoding and Upload Feature: Implement automated data encoding and upload data to database records for scanned airmen license and aircraft data files</p> <ul style="list-style-type: none"> • real-time monitoring (watch folder) of scanned files for automated processing • automated update or creation of database records through text/data extraction by zonal OCR (Optical Character Recognition) or IDP (Intelligent Document Processing) via AI (Artificial Intelligence) • automated renaming and upload of processed documents to file repository and updating of respective database records • monitoring and logging of manual uploads • activity logging, • daily reporting utility 	
7	<p>Automated File Storage Synchronization Tool: Implement a tool to synchronize file storage containing all scanned documents between the primary server, the existing RAID-5 system (QNAP NAS) and the external backup drives.</p> <ul style="list-style-type: none"> • Bi-directional synchronization • One-way synchronization • Mirror backup • Automated scheduled synchronization • Synchronization on the fly (when changes occur) • Filter for file/folder in- or exclusion • Logging events to log files • Logging synchronization errors • Export log files 	
8	<p>Database and Application Backup: Implement a reliable backup solution with regular automated backups and a 1-click backup feature to backup the whole application system and database for easy restoration.</p> <ul style="list-style-type: none"> • Different backup profiles • Scheduled backups • Compressed archives • Restore script/application • Automatic configuration • Automated backup upload 	
9	<p>Database Migration Migrate all records and file repository to the upgraded system</p> <ul style="list-style-type: none"> • Existing MySQL database 	

	<ul style="list-style-type: none"> Minimum of 42 tables with ~ 2.5 Million records and ~ 500K files (image and PDF) 	
10	System Training Train all ARMD personnel in using the new system	
11	Warranty and Support The contractor/supplier shall provide a comprehensive warranty for the upgraded system. This includes prompt resolution of any defects or issues identified within the warranty period of one (1) year from the date of acceptance at no additional cost to CAAP. The warranty period shall only commence upon formal acceptance of the hardware, software and systems upgrade. Project contractor is also required to correct any error found in the original system for a period of at least one (1) year from date of acceptance.	

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{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/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

Name:

Legal capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Date: _____

Other Bidding Forms

(Annex "A")

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

{ ATTACH COMPANY LETTERHEAD/LOGO }

Statement of all ON-GOING government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started

Name of Project: _____

Location of Project: _____

Name of Company : _____
Address of Company: _____

[illegible]

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:

1. 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:
2. 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.

3. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
4. 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)

Name of Bidder (Member

By: _____

By:

Signature & Name of
Authorized
Managing Officer

Signature & Name of
Authorized Representative

Designation / Position
Position

Designation /

Name of Bidder (Member Partner)

Name of Bidder (Member

By: _____

By:

Signature & Name of
Authorized
Managing Officer
Representative

Signature & Name of
Authorized

Designation / Position

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”)

Annex “B” Form 1Bid Securing Declaration

Annex “B” Form 2Conformity with Technical Specification as stated
in Section VII and Schedule of Requirements

Annex “B” Form 3Omnibus Sworn
Statement

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION

Invitation to Bid: *[Insert Reference number]*

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

I/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 the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S
AUTHORIZED

REPRESENTATIVE]

[Insert Signatory's Legal
Capacity]

Affiant

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 _____

{ATTACH COMPANY LETTERHEAD/LOGO}

Technical Specifications

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

Item	Specification	Statement of Compliance
1	High-performance server <ul style="list-style-type: none"> • 8-core processor 3.5 GHz • 16GB RAM DDR 5 • 1 x 1TB SSD for system/application • Gigabit Ethernet Port • HDMI • OS with graphical user interface • Minimum Apache HTTP Server V.2.4.62 • SSL certificate /Apache Configuration • Apache virtual hosts • Code Editor • PHP 8.x w/ Mbstring extension • Xdebug for PHP (switch on/off script) • APC Cache • Database System (latest stable MySQL, MariaDB, or Postgre SQL) • Admin script/app for database management • CMS (Joomla 5.x) • DNSMASQ • Bootstrap 5 compatible Template Framework 	
2	2 external Solid State Drive <ul style="list-style-type: none"> • Capacity 1TB • USB-C compatible 	

	<ul style="list-style-type: none"> • up to 1050MB/s read and 1000MB/s write speed • IP-65-rated for water- and dust-resistance 	
3	Uninterrupted Power Supply (UPS) – 1 unit <ul style="list-style-type: none"> • 650VA • Automatic Voltage Regulation (AVR) • Full protection for Short-Circuit, Overload, Over-Discharge, Over-Charge and Over-Temperature • 4 Sockets • Warranty 1 Year 	
4	ARMD system upgrade installed and tested <ul style="list-style-type: none"> • Template System: Replace the existing template with one Bootstrap 5 compatible frontend/backend template (PHP 8 & Joomla 5 compatible) • PHP 8.x Compatibility: Identify and resolve all PHP 8 incompatibilities (existing system is compatible with PHP 5.6) • JavaScript Modernization: Replace outdated MOO-Tools functions with plain JavaScript. • File Uploader: Replace the existing MOO-Tools upload field with a modern, compatible multi-file uploader • Date Picker Enhancement: Replace the current MOO-Tools date picker with a modern date range function picker. • Data Field Expansion: Add the capability to create and manage unlimited number of new data fields without compromising the existing database structure 	
5	SQL-Based Report Generator: Install and incorporate a SQL-based report generator capable of producing unlimited custom report designs out of the ARMD database into existing ARMD system <ul style="list-style-type: none"> • with customizable header, footer, and body HTML templates • compatible with PHP functions calls • configurable filters • custom fonts support • export capabilities to Excel, CSV, HTML, XML and PDF 	

	<ul style="list-style-type: none"> • configure min. 5 customized reports per ARMD specifications 	
6	<p>Automated Data Encoding and Upload Feature: Implement automated data encoding and upload data to database records for scanned airmen license and aircraft data files</p> <ul style="list-style-type: none"> • real-time monitoring (watch folder) of scanned files for automated processing • automated update or creation of database records through text/data extraction by zonal OCR (Optical Character Recognition) or IDP (Intelligent Document Processing) via AI (Artificial Intelligence) • automated renaming and upload of processed documents to file repository and updating of respective database records • monitoring and logging of manual uploads • activity logging, • daily reporting utility 	
7	<p>Automated File Storage Synchronization Tool: Implement a tool to synchronize file storage containing all scanned documents between the primary server, the existing RAID-5 system (QNAP NAS) and the external backup drives.</p> <ul style="list-style-type: none"> • Bi-directional synchronization • One-way synchronization • Mirror backup • Automated scheduled synchronization • Synchronization on the fly (when changes occur) • Filter for file/folder in- or exclusion • Logging events to log files • Logging synchronization errors • Export log files 	
8	<p>Database and Application Backup: Implement a reliable backup solution with regular automated backups and a 1-click backup feature to backup the whole application and database system for easy restoration.</p> <ul style="list-style-type: none"> • Different backup profiles • Scheduled backups • Compressed archives • Restore script/application • Automatic configuration • Automated backup upload 	
9	<p>Database Migration Migrate all records and file repository to the upgraded system</p>	

	<ul style="list-style-type: none"> Existing MySQL database Minimum of 42 tables with ~ 2.5 Million records and ~ 500K files (image and PDF) 	
10	System Training Train all ARMD personnel in using the new system	
11	Warranty and Support The contractor/supplier shall provide a comprehensive warranty for the upgraded system. This includes prompt resolution of any defects or issues identified within the warranty period of one (1) year from the date of acceptance at no additional cost to CAAP. The warranty period shall only commence upon formal acceptance of the hardware, software and systems upgrade. Project contractor is also required to correct any error found in the original system for a period of at least one (1) year from date of acceptance.	

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO}

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	Unit	Delivered, Weeks /Months
1	High-performance server	1	lot	Ninety (90) CALENDAR DAYS upon receipt of NTP
2	2 external Solid State Drive	1	lot	
3	Uninterrupted Power Supply	1	lot	
4	ARMD System Upgrade installed & tested	1	lot	
5	SQL-Based Report Generator	1	lot	
6	Automated Data Encoding and Upload Feature	1	lot	
7	Automated File Storage Synchronization Tool	1	lot	
8	Database and Application Backup	1	lot	
9	Database Migration	1	lot	
10	System Training	1	lot	
11	Warranty and Support	1	lot	

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]*, as shown in the attached duly notarized Special Power of Attorney;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;

- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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]*.

<p>_____</p> <p>_____</p> <p>_____</p> <p><i>issued]</i></p> <p><i>issued]</i></p>	<p>NAME OF NOTARY PUBLIC</p> <p>Serial No. of Commission</p> <p>Notary Public for _____ until</p> <p>Roll of Attorneys No.</p> <p>PTR No. _____ <i>[date issued], [place</i></p> <p>IBP No. _____ <i>[date issued], [place</i></p>
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Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Other Bidding Forms

(Annex "C")

Annex "C" Form 1Bill of Quantities

Annex "C" Form 2Goods Offered From Abroad

Annex "C" Form 3Goods Offered From Within
Philippines

CAAP-BAC-SF Annex "C" Form 1

{ATTACH COMPANY LETTERHEAD/LOGO}

BILL OF QUANTITIES

Project: UPGRADE OF EXISTING ARCHIVE SYSTEM AND MAINTENANCE OF AVIATION RECORD MANAGEMENT DIVISION (ARMD) DATABASE

Location: Civil Aviation Authority of the Philippines MIA corner Ninoy Aquino Avenue Road Pasay City

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
	Pesos _____ Amount in Words _____ _____ and _____ _____ _____ centavos				

TOTAL BID AMOUNT (Php)

TOTAL BID AMOUNT IN WORDS

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date:

—

CAAP-BAC-SF Annex "C" Form 2

{ATTACH COMPANY LETTERHEAD/LOGO}

For Goods Offered from Abroad

Name of Bidder _____. Invitation to Bid¹ Number _____. 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:

¹ If ADB, JICA and WB funded projects, use IFB.

Signature:

Duly authorized to sign the Bid for and behalf of:

CAAP-BAC-SF Annex "C" Form 3

{ATTACH COMPANY LETTERHEAD/LOGO}

For Goods Offered from Within the Philippines

Name of Bidder _____. Invitation to Bid² Number __. 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 Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name:

Legal

Capacity:

Signature:

² If ADB, JICA and WB funded projects, use IFB.

Duly authorized to sign the Bid for and behalf of:

***Section VIII. Checklist of Technical
and Financial Documents***

**Checklist of Technical and Financial
Documents**

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Or

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (using the prescribed CAAP- BA SF Annex "A" Form 1); 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; (using the prescribed CAAP-BAC SF Annex "A" Form 2); 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
- (e) Original copy of Notarized Bid Securing Declaration; (using the prescribed CAAP-BAC Annex "B" Form 1); and
- (f) Duly signed conformity with the Technical Specifications (using the prescribed CAAP-BAC Annex "B" Form 2), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, to include schedule of requirements if applicable,
- (g) This shall include all of the following documents as attachment to the conformity with technical specifications:

- ☐
☐
☐

- 1. Duly Signed Schedule of Requirements;
- (h) 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:

Financial Documents

- (i) 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; **and**
- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**
- (k) A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

□

Class "B" Documents

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

- (n) Original of duly signed and accomplished Financial Bid Form; (CAAP BAC-SF Bid Form); **and**
- (o) Original of duly signed and accomplished Bill of Quantities / Price Schedule(s); (CAAP-BAC-SF-ANNEX "C" Form 1); **and**

- (p) Original of duly signed and accomplished forms for Goods offered from the Philippines (CAAP-BAC-SF-ANNEX "C" Form 3) and/or Abroad (CAAP-BAC-SF-ANNEX "C" Form 2).

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

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

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