



**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES
ILOILO INTERNATIONAL AIRPORT**

**SUPPLY, DELIVERY and
INSTALLATION of FIRE SPRINKLERS
and FDAS of PTB at BACOLOD-SILAY
AIRPORT**

(AREA6-PB-2024-024)

Government of the Republic of the Philippines

OCTOBER 22, 2024

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

**SUPPLY, DELIVERY and INSTALLATION of FIRE
SPRINKLERS and FDAS of PTB at BACOLOD-SILAY
AIRPORT**

1. The *Civil Aviation Authority of the Philippines Area 6*, through the *CAAP Corporate Operating Budget CY 2024* intends to apply the sum of **One Million Three Hundred Fifty-Nine Seven Hundred Fifty Pesos (₱ 1,359,750.00)** being the ABC to payments under the contract for ***SUPPLY, DELIVERY, and INSTALLATION of FIRE SPRINKLERS and FDAS of PTB at BACOLOD-SILAY AIRPORT, AREA6-PB-2024-024***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Civil Aviation Authority of the Philippines Area 6*, now invites bids for the above Procurement Project. Delivery of the Goods is required by ***Ninety (90) Calendar Days***. Bidders should have completed, within ***5 years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from ***Civil Aviation Authority of the Philippines Area 6*** and inspect the Bidding Documents at the address given below during ***8:00 AM to 5:00 PM, Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 22, 2024 from 8:00 am to 5:00 pm until November 11, 2024 @ 9:30 AM*** from the given address *and upon payment of the applicable fee for the Bidding Documents and a Letter of Intent, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (₱ 5,600.00)*. The Procuring Entity shall

allow the bidder to present its proof of payment for the fees *by the manner if it will be presented in person, by facsimile, or through electronic means.*

6. The **Civil Aviation Authority of the Philippines Area 6** will hold a Pre-Bid Conference¹ on **October 30, 2024 at 9:30 AM onwards** at the **Conference Room Administration Building, CAAP Iloilo International Airport**, and/or through video conferencing or webcasting which shall be open to prospective bidders via:

meet.google.com/ngp-rckr-typ

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 11, 2024 @ 9:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 11, 2024 @ 9:30 AM onwards** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Civil Aviation Authority of the Philippines Area 6** 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.
11. For further information, please refer to:

CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Iloilo International Airport
Cabatuan, Iloilo
bac_area6@caap.gov.ph
(033)-3211950; (033)-3299500 loc. 3266

October 22, 2024

(SGD.) CHERRY PIE T. ACUÑA
BAC Chairperson
Civil Aviation Authority of the Philippines
Iloilo International Airport

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Civil Aviation Authority of the Philippines Area 6* wishes to receive Bids for the *SUPPLY, DELIVERY and INSTALLATION of FIRE SPRINKLERS and FDAS of PTB at BACOLOD-SILAY AIRPORT*, with identification number *AREA6-PB-2024-024*.

The Procurement Project (referred to herein as “Project”), 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 *CY 2024* in the amount of *Three Million Six Hundred Twenty-Two Thousand Seven Hundred Twenty-Eight and 29/100 Pesos (₱ 1,359,750.00)*

2.2. The source of funding is the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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 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 *Supply, Delivery and Installation of Fire Sprinklers and FDAS of PTB at Bacolod-Silay Airport* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days** after 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 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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the 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, 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	
3.0	<p><i>Site inspection</i> is required and <i>Certificate of Site Inspection</i> shall be submitted as part of the Technical Component of the Bidding Document.</p> <ul style="list-style-type: none"> • A LETTER of INTENT is required for site inspection that must be addressed to: <p style="margin-left: 40px;">Engr. JOHN WILLIAM B. FUERTE Acting Airport Manager Civil Aviation Authority of the Philippines Bacolod-Silay Airport</p> <p style="margin-left: 40px;">Thru: Engr. FREDLLANE LOUISE H. BURGOS Acting Engineering Head, Bacolod-Silay Airport</p> <ul style="list-style-type: none"> • Site inspection schedule is <i>8:00AM to 3:00PM, Monday to Friday</i>, except for holidays.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Installation of Fire Protection System: Installation of FDAS and Fire Sprinklers</p> <p style="margin-left: 80px;">Electromechanical Projects including but not limited to Pipe Fitting, Plumbing Works, Welding Works, Control Panel Configuration and Electrical Works.</p>
7.1	<p><i>Sub-contracting is not allowed.</i></p>
10.3	<p>The bidder should have completed similar projects as indicated in ITB Clause 5.3 within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</p>
12	<p>The price of the Goods shall be quoted DDP <i>Civil Aviation Authority of the Philippines, Bacolod-Silay Airport, Silay City, Negros Occidental</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <u>₱ 27,195.00</u> [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <u>₱ 67,987.50</u> [(5%) of ABC] if bid security is in Surety Bond.</p>

19.3	<i>Partial bids are not allowed.</i>
20.2	<p>The Bidder declared as SCB/LCB shall provide the following documents required in the Post Qualification Evaluation:</p> <ul style="list-style-type: none"> • Latest Income and Business Tax Returns • Tax Clearance • Mayor’s or Business Permit • Certificate of PhilGEPS Registration • Audited Financial Statements, stamped “Received” by the Bureau of Internal Revenue (BIR) or its duly Accredited and Authorized institutions, for the preceding calendar year, which should not be earlier than Two (2) years from bid submission. • Registration Certificate from following: <ul style="list-style-type: none"> ○ Securities and Exchange Commission (SEC), or ○ Department of Trade and Industry (DTI for Sole Proprietorship, or Cooperative Development Authority (CDA) for Cooperatives.
21.2	<p>The Bidder declared as SCB/LCB shall submit <i>Legal Clearance Request Form</i> for approval to the Office of the Legal of the CAAP Area VI before the Contract of Agreement.</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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Civil Aviation Authority of the Philippines, Bacolod-Silay Airport. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Civil Aviation Authority of the Philippines, Bacolod-Silay Airport. 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:</p> <p>ENGR. EUSEBIO F. MONSERATE JR. Acting Area Manager Area Center VI</p>
	<p>Spare Parts -</p> <p>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.</p> <p>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) times.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>

	<p>Packaging -</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation -</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.1	No mobilization fees or advance payments shall be extended or paid to any project as per DOTr Memorandum dated 10 July 2018 and Area CAAP Memorandum dated July 23, 2018
2.2	Partial payment shall be allowed as per CAAP Memorandum Circular No.: 11-2021
4	The inspections and/or tests will be conducted by the BUREAU OF FIRE PROTECTION PERSONNEL before the issuance of the Certificate of Completion and Acceptance, and the ENDUSER and/or AREA VI TECHNICAL INSPECTION AND ACCEPTANCE COMMITTEE (ATIAC) .

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	Total	Delivered, Weeks/Months
	Supply, Delivery and Installation of Fire Sprinklers and FDAS of PTB at Bacolod-Silay Airport	One (1) Lot		Completion Schedule of materials and goods shall be delivered within Ninety (90) Calendar Day/s upon the effectivity of the Notice to Proceed

I hereby certify to comply and deliver all the above requirements.

Name of Bidder: _____

Name: _____

Signature: _____

Date: _____

Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

SUPPLY, DELIVERY and INSTALLATION of FIRE SPRINKLERS and FDAS of CARGO BUILDING at BACOLOD-SILAY AIRPORT		
Item	Specifications	Statement of Compliance
I.	GENERAL CONDITIONS:	
1.0	Administrative Requirements:	
	The Contractor shall comply with the following:	
1.1	Visit and inspect the site to apprise oneself of the actual condition that will affect the implementation of the project to be done. The Contractor shall secure a Certificate of Site Inspection from the Civil Aviation Authority of the Philippines (CAAP).	
1.2	Comply with the security, safety, Bacolod-Silay Airport house rules, and plans for maintaining site cleanup.	
1.3	Investigation and submission of report/s to Bacolod-Silay Airport for any accident or untoward incident that may occur at the site for the duration of the project.	
1.4	Assume all responsibility for injuries to persons and damages to Bacolod-Silay Airport and other property caused by the execution of the works and shall be liable for any claims against Bacolod-Silay Airport on account of such injury and/or damage.	
2.	Prohibitions:	
2.1	Drinking of liquor, smoking and gambling in the building and the Contractor's storage area.	
2.2	Cooking of any kind of food and eating in the project/work area.	
2.3	Loitering in areas other than the project site.	
3.	Safety and Sanitation Requirements:	
3.1	Workers engaged in the project shall wear appropriate personal protective equipment.	
3.2	Employees of the Contractor shall wear uniform/T-shirts marked with the Contractor's company name and shall wear valid company I.D. while inside the Bacolod-Silay Airport premises.	
3.3	All areas affected by implementation of the project shall be thoroughly cleaned to the full satisfaction of the Bacolod-Silay Airport .	
3.4	All Solid Waste must be properly segregated and disposed accordingly.	

3.5	All Hazardous waste should be disposed to the Material Recovery Facility of Bacolod-Silay Airport for proper storage and disposal to accredited transporter.	
4.	Requirements for Storage of Equipment:	
4.1	All equipment shall be stacked in a stable and self-supporting manner. All sharp objects shall be removed to avoid injury to workers and Bacolod-Silay Airport personnel.	
4.2	Passageways and all access ways shall be kept free from equipment and material obstructions at all times.	
II. SCOPE of WORKS:		
1.	The Contractor shall process all permit necessary for the project	
2.	The Contractor shall prepare all shop drawings in accordance with RA9514 or the Fire Code of the Philippines and NFPA 13 Sprinkler system installation standards and NFPA 72 standards installations for smoke alarm. Plans and calculations must be approved or signed prior to the start of installations	
3.	The Contractor shall submit the specifications of materials and all devices subject to approval prior to the installation	
4.	The Contractor shall provide the project billboard and safety signages during project implementation.	
5.	The Contractor shall provide all labor, materials, equipment, tools, technical supervision and expertise for the installation of fire sprinklers and fire detection and alarm system of Cargo Terminal Building of Bacolod-Silay Airport.	
6.	The Contractor shall perform the necessary testing such as hydro test for wet pipes system and insulation testing for cables witnessed by CAAP Project-in-Charge.	
7.	The Contractor shall provide the operation and maintenance manual for fire sprinklers and FDAS.	
8.	The Contractor shall provide necessary training for the building and maintenance staff for the proper operation and maintenance.	
9.	The Contractor shall submit the as-built plans of the project signed and sealed by PME or PECE.	
10.	System operation testing and commissioning.	
III. TECHNICAL SPECIFICATIONS:		
1.	Pipe specifications such as thickness, size, dimensions and spacing for standpipe and	

	branches and other installation standards shall be in accordance to NFPA 13.	
2.	Device specifications for FDAS initiating devices such as smoke and heat detectors, supervisory switches and other installation standards shall be in accordance to NFPA 72.	
3.	Other materials and device specifications not included in the installation standards of NFPA 13 and NFPA 72 shall be permitted to be used if certified by a registered professional engineer.	

IV. APPLICABLE STANDARDS

1. Fire Code of the Philippines
2. NFPA 13
3. NFPA 72
4. Occupational Health and Safety

V. TERMS AND CONDITIONS

1. The Contractor, within **seven (7) calendar days** after issuance of Notice to Proceed, shall conduct pre-construction meeting that will be attended by the project-in-charge, end user, and contractor's representative.
2. The project shall be completed within **Ninety (90) calendar days** from the effectivity date indicated in the Notice to Proceed.
3. The Contractor represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
4. All works must be done without disruption on the working conditions of the airport.
5. The Contractor's Warranty shall be for a period of one (1) year after acceptance of the project. The warranty shall include the cost of parts and labor. During the warranty period, the Contractor must rectify any defects within *three (3) calendar days* from time received of request from CAAP.
6. Payment will be made as follows:
 - a. 50% progress payment will be made after issuance by the CAAP of Certificate of 50% accomplishment and submission of all documents.

- b. Full payment will be made after issuance by the CAAP of Certificate of Acceptance and submission of all documents.
 - c. All payments shall be subject to applicable taxes.
7. The execution of all works shall be subject to the inspection and acceptance by the CAAP authorized representatives.

Name of Bidder: _____

Name: _____

Signature: _____

Date: _____

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[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.]</i></p>

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (g) Certificate of Site Inspection, if applicable.

Financial Documents

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

Class "B" Documents

- (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.

Omnibus Sworn Statement

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a 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 procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt 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 No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to 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; and
 - 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 OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount of Commission or gratuity	Purpose of
---------------------------	----------------------------------	------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from 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)
	Supply, Delivery and Installation of Fire Sprinkler and FDAS of PTB at Bacolod-Silay Airport							
I.	Design and Installation of Sprinklers at PTB		1	lot				
	BI Pipe 25mm (1in)		40	Int				
	BI Pipe 20mm (3/4in)		20	Int				
	BI Pipe 15mm (1/2in)		20	Int				
	Threaded Tee Reducer 25x25x20		30	pcs				
	Threaded Tee Reducer 20x20x15		25	pcs				
	Bell Reducer 25x15		30	pcs				
	Bell Reducer 20x15		25	pcs				
	Threaded Elbow 15mm		20	pcs				
	Upright Sprinkler Heads 1/2" 5.6k		40	pcs				
	Support and Hangers		1	lot				
	Fire Hose Cabinet with Fire Extinguisher		2	assy				

	Consumable Materials		1	lot				
	BI Pipe 25mm (1in)							
I.1	Labor		1	lot				
Scope of Work:								
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 13. All shop drawings must be signed by Professional Mechanical Engineer.							
	Processing of all permits and/or documents needed for the project							
	Provision of safety signages during installation							
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hanges, sprinkler heads, supervisory switches, fittings and other necessary devices.							
	Leak testing 300 psi							
	Painting of pipe works							
	Provision of operating instructions and maintenance manual							
	Training of building and maintenance staff for proper operation of the system							
	As-Built Plan signed by CAAP, Contractor and PME							
	Testing and commissioning.							
II.	Design and Installation of Fire Detection and Alarm System at PTB		1	lot				
	Smoke Detectors, Intelligent, Addressable		40	set				
	EMT Pipe 1/2		70	Int				
	EMT Connectors		120	lot				
	Conduit Body C Type		10	pcs				

	Conduit Body LB Type		10	pcs				
	TF Wire #16		10	box				
	Utility Boxes With Cover		50	box				
	Support and Hangers		1	lot				
	Programming and Orientation		1	lot				
	Consumable Materials		1	lot				
II.1	Labor		1	lot				
Scope of Works:								
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 72. All shop drawings must be signed by Professional Mechanical Engineer.							
	Processing of all permits and/or documents needed for the project							
	Provision of safety signages during installation							
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hangars, sprinkler heads, supervisory switches, fittings and other necessary devices.							
	Provision of operating instructions and maintenance manual							
	Training of building and maintenance staff for proper operation of the system							
	As-Built Plan signed by CAAP, Contractor and PME							
	Testing and commissioning.							
3.0	Other Materials		1	Set				
	Machineries and Scaffoldings		1	lot				

	BFP Documentation, Permits and other Submittals		1	lot				
	Fire Sprinkler As-Built Plan, Sign and Sealed with PME		1	lot				
	Fire Detection and Alarm As-Built Plan, Sign and Sealed with PME		1	lot				
	Safety Signages		1	lot				
							TOTAL	

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Supply, Delivery and Installation of Fire Sprinkler and FDAS of PTB at Bacolod-Silay Airport								
I.	Design and Installation of Sprinklers at PTB		1	lot					
	BI Pipe 25mm (1in)		40	lnt					
	BI Pipe 20mm (3/4in)		20	lnt					
	BI Pipe 15mm (1/2in)		20	lnt					
	Threaded Tee Reducer 25x25x20		30	pcs					
	Threaded Tee Reducer 20x20x15		25	pcs					
	Bell Reducer 25x15		30	pcs					
	Bell Reducer 20x15		25	pcs					
	Threaded Elbow 15mm		20	pcs					
	Upright Sprinkler Heads 1/2" 5.6k		40	pcs					

	Support and Hangers		1	lot					
	Fire Hose Cabinet with Fire Extinguisher		2	assy					
	Consumable Materials		1	lot					
I.1	Labor		1	lot					
Scope of Work:									
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 13. All shop drawings must be signed by Professional Mechanical Engineer.								
	Processing of all permits and/or documents needed for the project								
	Provision of safety signages during installation								
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hangars, sprinkler heads, supervisory switches, fittings and other necessary devices.								
	Leak testing 300 psi								
	Painting of pipe works								
	Provision of operating instructions and maintenance manual								
	Training of building and maintenance staff for proper operation of the system								
	As-Built Plan signed by CAAP, Contractor and PME								
	Testing and commissioning.								
II.	Design and Installation of Fire Detection and Alarm System at PTB		1	lot					

	Smoke Detectors, Intelligent, Addressable		40	set					
	EMT Pipe 1/2		70	lnt					
	EMT Connectors		120	lot					
	Conduit Body C Type		10	pcs					
	Conduit Body LB Type		10	pcs					
	TF Wire #16		10	box					
	Utility Boxes With Cover		50	box					
	Support and Hangers		1	lot					
	Programming and Orientation		1	lot					
	Consumable Materials		1	lot					
II.1	Labor		1	lot					
Scope of Works:									
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 72. All shop drawings must be signed by Professional Mechanical Engineer.								
	Processing of all permits and/or documents needed for the project								
	Provision of safety signages during installation								
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hangars, sprinkler heads, supervisory switches, fittings and other necessary devices.								
	Provision of operating instructions and maintenance manual								
	Training of building and maintenance staff for proper operation of the system								

	As-Built Plan signed by CAAP, Contractor and PME								
	Testing and commissioning.								
3.0	Other Materials		1	Set					
	Machineries and Scaffoldings		1	lot					
	BFP Documentation, Permits and other Submittals		1	lot					
	Fire Sprinkler As-Built Plan, Sign and Sealed with PME		1	lot					
	Fire Detection and Alarm As-Built Plan, Sign and Sealed with PME		1	lot					
	Safety Signages		1	lot					
TOTAL									

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

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)
	Supply, Delivery and Installation of Fire Sprinkler and FDAS of Cargo Building at Bacolod-Silay Airport							
I.	Design and Installation of Sprinklers at CTB		1	lot				
	BI Pipe 25mm (1in)		40	Int				
	BI Pipe 20mm (3/4in)		20	Int				
	BI Pipe 15mm (1/2in)		20	Int				
	Threaded Tee Reducer 25x25x20		30	pcs				
	Threaded Tee Reducer 20x20x15		25	pcs				
	Bell Reducer 25x15		30	pcs				
	Bell Reducer 20x15		25	pcs				
	Threaded Elbow 15mm		20	pcs				
	Upright Sprinkler Heads 1/2" 5.6k		40	pcs				
	Support and Hangers		1	lot				
	Fire Hose Cabinet with Fire Extinguisher		2	assy				
	Consumable Materials		1	lot				
	BI Pipe 25mm (1in)							
I.1	Labor		1	lot				

Scope of Work:								
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 13. All shop drawings must be signed by Professional Mechanical Engineer.							
	Processing of all permits and/or documents needed for the project							
	Provision of safety signages during installation							
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hanges, sprinkler heads, supervisory switches, fittings and other necessary devices.							
	Leak testing 300 psi							
	Painting of pipe works							
	Provision of operating instructions and maintenance manual							
	Training of building and maintenance staff for proper operation of the system							
	As-Built Plan signed by CAAP, Contractor and PME							
	Testing and commissioning.							
II.	Design and Installation of Fire Detection and Alarm System at CTB		1	lot				
	Smoke Detectors, Intellegent, Addressable		40	set				
	EMT Pipe 1/2		70	Int				
	EMT Connectors		120	lot				
	Conduit Body C Type		10	pcs				
	Conduit Body LB Type		10	pcs				
	TF Wire #16		10	box				
	Utility Boxes With Cover		50	box				
	Support and Hangers		1	lot				

	Programming and Orientation		1	lot					
	Consumble Materials		1	lot					
II.1	Labor		1	lot					
Scope of Works:									
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 72. All shop drawings must be signed by Professional Mechanical Engineer.								
	Processing of all permits and/or documents needed for the project								
	Provision of safety signages during installation								
	Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hanges, sprinkler heads, supervisory switches, fittings and other necessary devices.								
	Provision of operating instructions and maintenance manual								
	Training of building and maintenance staff for proper operation of the system								
	As-Built Plan signed by CAAP, Contractor and PME								
	Testing and commissioning.								
3.0	Other Materials		1	Set					
	Fire Sprinkler and FDAS As-Built Plan, Sign and Sealed with PME and PECE		1	Lot					
	Permits and Installation Clearance to BFP		1	Lot					
	Safety Signages		1	Lot					
TOTAL									

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Supply, Delivery and Installation of Fire Sprinkler and FDAS of Cargo Building at Bacolod-Silay Airport								
I.	Design and Installation of Sprinklers at CTB		1	lot					
	BI Pipe 25mm (1in)		40	lnt					
	BI Pipe 20mm (3/4in)		20	lnt					
	BI Pipe 15mm (1/2in)		20	lnt					
	Threaded Tee Reducer 25x25x20		30	pcs					
	Threaded Tee Reducer 20x20x15		25	pcs					
	Bell Reducer 25x15		30	pcs					
	Bell Reducer 20x15		25	pcs					
	Threaded Elbow 15mm		20	pcs					
	Upright Sprinkler Heads 1/2" 5.6k		40	pcs					
	Support and Hangers		1	lot					
	Fire Hose Cabinet with Fire Extinguisher		2	assy					
	Consumable Materials		1	lot					

I.1	Labor		1	lot					
Scope of Work:									
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 13. All shop drawings must be signed by Professional Mechanical Engineer.								
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	Testing and commissioning.								
II.	Design and Installation of Fire Detection and Alarm System at CTB		1	lot					
	Smoke Detectors, Intellegent, Addressable		40	set					
	EMT Pipe 1/2		70	lnt					
	EMT Connectors		120	lot					
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	TF Wire #16		10	box					
	Utility Boxes With Cover		50	box					
	Support and Hangers		1	lot					
	Programming and Orientation		1	lot					
	Consumable Materials		1	lot					
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Scope of Works:									
	Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 72. All shop drawings must be signed by Professional Mechanical Engineer.								
	Processing of all permits and/or documents needed for the project								
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	Provision of operating instructions and maintenance manual								
	Training of building and maintenance staff for proper operation of the system								
	As-Built Plan signed by CAAP, Contractor and PME								
	Testing and commissioning.								
3.0	Other Materials		1	Set					

	Fire Sprinkler and FDAS As-Built Plan, Sign and Sealed with PME and PECE		1	Lot					
	Permits and Installation Clearance to BFP		1	Lot					
	Safety Signages		1	Lot					
									TOTAL

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

