



PHILIPPINE BIDDING DOCUMENTS

Supply and Installation of Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units at CAAP Central

BID NO. 24-097-11 BRAVO

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing

institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID
for
SUPPLY AND INSTALLATION OF FORTY-NINE (49) UNITS 2HP INVERTER
WALL MOUNTED SPLIT TYPE AIRCON UNITS AT CAAP CENTRAL
BID NO. 24-097-11 BRAVO

1. The Civil Aviation Authority of the Philippines (CAAP), through the Corporate Operating Budget (COB) for FY 2024 intends to apply the total sum of **Three Million Eight Hundred Twenty-Two Thousand Pesos (PhP 3,822,000.00), being the Approved Budget for the Contract (ABC)** to payments under the contract for Supply and Installation of Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units at CAAP Central with **BID NO. 24-097-11 BRAVO**.

| ITEM | DESCRIPTION | Approved Budget of the Contract (ABC) |
|------|--|---------------------------------------|
| 1 | Supply and Installation of Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units at CAAP Central | Php 3,822,000.00 |

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The CAAP now invites bids for the above Procurement Project. Delivery of the Goods is required within **Forty-Five (45) calendar days**. Bidders should have completed, **within Three (3) years from the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from BAC Secretariat of CAAP, MIA Road, Pasay City and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M. (Monday to Friday).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 November 2024** until the deadline of submission of bids from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,000.00 (exclusive of any and all taxes imposed by relevant government agencies)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person/through email.
6. Upon payment of bid documents, bidders must provide their respective email addresses to the BAC Secretariat. All communications, including but not limited to Notices, Resolutions, and Replies, among others, will be sent to the email address provided by the bidder/s. The date when



such email was sent shall be considered the date of receipt of the bidder/s for purposes of complying with the requirements under RA 9184.

7. Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
8. The CAAP will hold a Pre-Bid Conference on **13 November 2024 @ 9:30 AM** through video conferencing or webcasting via Google Meet, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for the Google Meet link.
9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **25 November 2024 @ 9:30 AM**. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
11. Bid opening shall be on **25 November 2024 @ 9:30 AM** at the given address below and/or via video conferencing Google Meet application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. The CAAP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:
ENGR. LEANDRO R. VARQUEZ
Head, BAC Secretariat
3rd Floor Supply, Procurement Building CAAP Compound,
MIA Road corner Ninoy Aquino Avenue, Pasay City 1300
Telephone No.: (02) 8246-4988 loc. 2236
Email: bac@caap.gov.ph
Website: www.caap.gov.ph
14. You may visit the following websites:

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

ATTY. DANJUN G. LUCAS

Chairperson, Bids and Awards Committee - Bravo

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Civil Aviation Authority of the Philippines (CAAP)** wishes to receive Bids for the **Supply and Installation of Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units at CAAP Central with BID NO. 24-097-11 BRAVO.**

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **Three Million Eight Hundred Twenty-Two Pesos (PhP 3,822,000.00).**

2.2. The source of funding is the CAAP 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 exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

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;

- iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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.
- 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.
- 7.2. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 Three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - 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 until one hundred twenty (120) calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 20.2. 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

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> <ul style="list-style-type: none"> a. Supply and Installation of Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units at CAAP Central b. Completed within two (2) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting is not allowed. |
| 10.1 | Bidders are required to submit the following as part of the technical documents: Proof and other supporting documentary evidence of the bidder's statement of compliance with technical specifications required under Section VII. Technical Specifications, as applicable. |
| 12 | The price of the Goods shall be quoted DDP to Supply Division Warehouse, Ground Floor, CAAP General Services Building, Gate 3, Civil Aviation Authority of the Philippines (CAAP), Baltao Road, Pasay City, Metro Manila 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> <ul style="list-style-type: none"> a. The amount of not less than Php 76,440.00 which is equivalent to 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 191,100.00 which is equivalent to 5% of the ABC if bid security is in Surety Bond. |
| 15 | <p>Each page thereof is initialed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents are properly marked with index tabs (ear tabs) and sequentially paginated in accurate order in the form i.e., "page 3 of 100".</p> <p>Pagination is sequential throughout the documents inside the envelope.</p> <p>Each bidder shall submit one copy of the first and second components of its Bid.</p> |
| 19.2 | Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of the bidding, evaluation and contract award. |
| 20.2 | <p>Other appropriate documents required to be submitted during post Qualification:</p> <ul style="list-style-type: none"> 1. Latest Income and Business Tax Returns (Tax Return filed through the Electronic Filing and Payment System); 2. Proof of completion of the SLCC as identified in the Statement of SLCC, which shall be a verifiable copy of the Contract, Purchase Order or Framework Agreement, and any of the following documents: <ul style="list-style-type: none"> a. corresponding Sales Invoice/s; |

- | | |
|--|--|
| | <ul style="list-style-type: none">b. Official Receipt/Cash Receipt/Collection Receipt; andc. Certificate of Completion/ Certificate of Acceptance. <p>3. Certificate of Distributorship from the manufacturer of the brand being offered;</p> |
|--|--|

NOTE: Documents submitted during post-qualification must be certified by the authorized representative to be true copy/ies of the original.

4. Per CAAP Memorandum dated 17 September 2018 re: Disqualification of Prospective Bidders with Pending Case against the Government in the procurement activities of the CAAP, all prospective bidders shall be required to submit the ff:

- a) Certification under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the Revised Implementing Rules and Regulations (Revised IRR) of RA 9184; and
- b) Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. CAAP shall thereafter award the contract to the next Lowest Calculated Responsive Bid.

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 or Framework Agreement. 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 | |
|------------|--|
| 1.0 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to Supply Division Warehouse, Ground Floor, CAAP General Services Building, Gate 3, Civil Aviation Authority of the Philippines (CAAP), Baltao Road, Pasay City Metro Manila. In accordance to INCOTERMS.</p> <p>“The delivery terms applicable to this Contract are delivered to Supply Division Warehouse CAAP Head Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Division Chief III, FMD or his/her representative.</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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. 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. <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 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 costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months 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 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 outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classification

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.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under 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>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 advance payment. |
| 2.2 | Full payment upon completion and acceptance of the end-user. |
| 4.0 | <p>The Inspections and Tests will be covered by the following:</p> <ol style="list-style-type: none"> 1.) Physical condition of Goods; 2.) Conformity of Goods to the Technical Specifications; 3.) Authenticity of Goods; and 4.) Whether Goods delivered are functioning. <p>The inspections and tests that will be conducted shall include but not limited to physical inspection and inventory, or whatever additional tests that the Technical Inspection Team may require.</p> |

Section VI. Schedule of Requirements

Schedule of Requirements

To be delivered schedule expressed as weeks/months stipulated hereafter a delivery date which is the date of delivery to the Project Sites.

| Item Number | Description | Qty | Total | Delivered, Weeks/Months |
|-------------|---|----------|----------|---|
| 1 | 2HP INVERTER WALL MOUNTED SPLIT TYPE AIRCON UNITS AT CAAP CENTRAL | 49 units | 49 units | <p>Sixty (60) Calendar days upon receipt of Notice to Proceed.</p> <p>Installation of units must start fifteen (15) days after delivery date.</p> <p>Place of installation:</p> <p>I. Admin. Building</p> <ol style="list-style-type: none"> 1. Media Communication Office – 2 units 2. Corporate Communication Staff Office – 1 unit 3. Strategic Planning Division Office – 1 unit 4. Aerodrome and Air Navigation Safety Oversight Office – 6 units 5. Asset Management Division Office – 2 units 6. Business Development Division Office – 2 units 7. International Civil Aviation Office – 3 units 8. Management Information System Division Office – 2 units 9. ADG II, Civil Security and Intelligence Service Office – 1 unit 10. Human Resource Management Division (HRMD) Office – 3 units 11. Commission on Audit Office – 3 units 12. Chief Financial Officer Office – 1 unit 13. CFO Staff Office – 1 unit 14. CFO Conference Room – 1 unit 15. Operation Center Office - 2 units 16. Safety Quality Management Office – 1 unit 17. BGMS - Aircon Tech. Unit Office – 1 unit |

| | | | | |
|--|--|--|--|---|
| | | | | <p>II. ATS Rest Quarter (Former EEI)</p> <ol style="list-style-type: none"> 1. Male Rest Quarter Room – 1 unit 2. Female Rest Quarter Room – 1 unit <p>III. JICA-PMO Building</p> <ol style="list-style-type: none"> 1. Corporate Secretary Office – 2 units 2. Enforcement Legal Service Office – 3 units 3. BAC-Sec. Office (New Internal Audit Office) – 2 units <p>IV. PMO Building</p> <ol style="list-style-type: none"> 1. CSIS-Security Division Office – 2 units <p>V. Annex Building</p> <ol style="list-style-type: none"> 1. Airmen Examination Board Waiting Area – 1 unit 2. Airmen Examination Board Staff Area – 1 unit 3. 3. Airmen Examination Board Room – 1 unit <p>VI. Former DG's Carport (located near OFSAM and Admin Building)</p> <ol style="list-style-type: none"> 1. Commission on Anti-Red Tape (CART) Office – 1 unit 2. Hearing and Adjudication Board (HAB) – 1 unit |
|--|--|--|--|---|

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

INSTRUCTIONS:

- ☐ The specifications given are the minimum requirements unless indicated otherwise. A Bidder's proposal must match or exceed the 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 Bidders 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 provisions of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii).

| Item | Specifications (Minimum, Requirements) | Statement of Compliance (indicate the page number of the reference supporting compliance) |
|-----------|--|---|
| A. | GENERAL REQUIREMENTS | |
| A.1 | <p>The Civil Aviation Authority of the Philippines (CAAP) intends to procure Forty-Nine (49) units 2HP Inverter Wall Mounted Split type Aircon units. The scope shall include the Supply, Installation and Testing of the Equipment.</p> <p>The brand/make of the unit must be consistent with the majority ACU of the CAAP head office, to provide uniformity in maintenance procedures and spare parts.</p> | |
| A.2 | <p>The address of the delivery and site testing shall be at the following: Supply Division Warehouse Ground Floor, CAAP General Services Building Gate 3, Civil Aviation Authority of the Philippines Baltao Road, Pasay City Telephone No.: (02) 8246-4988 loc. 2236</p> | |
| A.3 | <p>The Contractor shall include in their technical proposal the documents as required by CAAP but shall not be limited to the following:</p> <ul style="list-style-type: none"> (a) Original unedited latest version of OEM Equipment Technical Characteristics/Specification, manuals and brochures of proposed products. (the language that shall be used be in English) (b) Factory Test Results for the equipment (if available) | |

| | | |
|-------------|--|--|
| A.4 | The contractor shall inform CAAP for the date of delivery, the contractor shall contact CAAP End-User for the schedule of the testing of the equipment. | |
| A.5 | Equipment which fails to pass the testing procedure shall not be accepted. | |
| A.6 | Equipment found to be defective or unable to be adjusted to manufacturer's specification shall not be accepted. | |
| A.7 | For non – OEM bidders (whether sole or JV partner), requires that the bidder is an exclusive or authorized distributor of the equipment | |
| A.8 | <p><i>The following documents shall be submitted together with the Technical Proposal:</i></p> <ol style="list-style-type: none"> 1. Certificate of Authorized Distributorship issued by the Original Equipment Manufacturer (OEM) of supplied equipment. 2. Latest official OEM Equipment Technical Characteristics, Specifications and/or Sales Materials reflecting all performance and functional specifications of proposed equipment. | |
| B. | EQUIPMENT REQUIREMENTS | |
| B.1 | 2hp wall mounted split inverter type air-conditioning unit | |
| C. | TECHNICAL SPECIFICATIONS | |
| C.1. | Indoor Specification | |
| C.1.1 | Unit Model: Inverter type | |
| C.1.2 | Unit Type: Split type | |
| C.1.3 | Nominal Cooling Capacity: 2hp | |
| C.1.4 | Energy Efficiency Ratio: 11.6 kJ/hW | |
| C.2 | Outdoor specification | |
| C.2.1 | Refrigerant type: R32 | |
| C.2.2 | Refrigerant Charge: At least 650 grams | |
| C.3 | Electrical specifications: | |
| C.3.1 | Voltage: 220-230V - (will work with Philippine electrical system) | |
| C.3.2 | Phase / Frequency: Single Phase | |
| C.3.3 | Type of Control: Wireless Remote control, with built-in timer, temperature control | |
| C.3.4 | Air Filter: Washable | |
| C.3.5 | Warranty: Three (3) years on ACU compressor, One (1) year on parts and service | |
| D. | DELIVERY, TESTING AND WARRANTY | |

| | | |
|-----|---|--|
| D.1 | The equipment shall be protected against extreme temperature and humidity and shall be stored in a conditioned place to prevent corrosion and contamination. | |
| D.2 | Contractor shall deliver and handle the equipment in accordance with the manufacturer's recommendation. | |
| D.3 | Contractor shall be responsible for the delivery/shipment of equipment from the Contractor's premise up to the delivery site. | |
| D.4 | The Product Inspection and Functional Testing shall be conducted by the FMD Representative to verify the compliance of the equipment to the requirements set forth in the technical specifications. | |
| D.5 | Product Inspection shall be performed upon delivery to the site, prior to the issuance of the Certificate of Completion to ensure that equipment is in good physical and running condition. | |
| D.6 | The bidder shall guarantee that all Spare parts necessary for the maintenance of the equipment shall be available for at least two (2) years after the end-of-production of the type of equipment. | |
| D.7 | The contractor shall not be paid in full amount without the Certificate of Completion issued by the CAAP. This certificate shall serve as one of the requirements for payment. | |

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

- h) ☐ If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
- or
- duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- i) ☐ [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.
- j) ☐ Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

(BF-Form 1)

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
INCLUDING
CONTRACTS AWARDED BUT NOT YET STARTED**

NAME OF PROJECT TO BE BID: _____

This is to certify that _____ has the following ongoing government and private contracts including contracts awarded but not yet started within the last three (3) years prior to the deadline for the submission and receipt of bids:

| Name of the Contract | Date of the Contract | Contract Duration | Owner's Name & Address | Kind of Goods | Amount of Contract | Value of Outstanding Contract | Date of Delivery |
|----------------------|----------------------|-------------------|------------------------|---------------|--------------------|-------------------------------|------------------|
| I. GOVERNMENT | NONE | | | | | | |
| II. PRIVATE | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

INSTRUCTIONS:

- a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b.) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- c.) The supporting documents shall be submitted during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(BF-Form 2)

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)
OR**

TWO (2) SIMILAR COMPLETED CONTRACTS

NAME OF PROJECT TO BE BID: _____

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) or at least two (2) Similar Completed Contracts and the aggregate contract amounts should be equivalent to at least "fifty percent (50%)" of the ABC, with the largest of these similar contracts being equivalent to at least "twenty five percent (25%)" of the ABC and completed within the last three (3) years prior to the deadline for the submission and receipt of bids:

| Name of the Contract | Date of the Contract | Contract Duration | Owner's Name & Address | Kind of Goods | Amount of Completed Contract | Date of Delivery | End-User's Acceptance |
|----------------------|----------------------|-------------------|------------------------|---------------|------------------------------|------------------|-----------------------|
| | | | | | | | |

Note: The supporting documents stated below shall be required as attachment.

- 1.) Contract Agreement; and
- 2.) Certificate of Performance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(BF-Form 3)

Bid-Securing Declaration Form

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

X_____X

BID-SECURING DECLARATION

Project Name:

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

I/We², 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

(BF-Form 4)**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

| Item No. | Particular | Year 2022 |
|----------|------------|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (Current Assets – Current Liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = Php _____

K = 15 regardless of the period or duration of the project.

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____

Amount: _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(BF-Form 5)

BID FORM

Date: _____

Invitation to Bid No.: _____

To: Civil Aviation Authority of the Philippines (CAAP)
MIA Road corner Ninoy Aquino Avenue, Pasay City,
1300
CAAP Bids and Awards Committee
Telephone No.: (02) 944-2358
E-mail: bac@caap.gov.ph

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the SUPPLY AND INSTALLATION OF FORTY-NINE (49) UNITS 2HP INVERTER WALL MOUNTED SPLIT TYPE AIRCON UNITS AT CAAP CENTRAL OFFICE in conformity with the said Bidding Documents for the sum of _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:¹

| Name and address Commission or gratuity | Amount | Purpose of agent Currency |
|--|--------|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(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 as per **ITB** Clause 10.1 of the Bidding Documents.

We likewise certify/confirm that the undersigned is granted full power and authority by the _____ to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf **SUPPLY AND INSTALLATION OF FORTY-NINE (49) UNITS 2HP INVERTER WALL MOUNTED SPLIT TYPE AIRCON UNITS AT CAAP CENTRAL** of the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**.

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.

Dated this _____ day of _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ Applicable only if the Funding Source is the ADB, JICA or WB.

(BF-Form 6)

BILL OF QUANTITIES

Project: **SUPPLY AND INSTALLATION OF FORTY-NINE (49) UNITS 2HP INVERTER WALL MOUNTED SPLIT TYPE AIRCON UNITS AT CAAP CENTRAL**

| Item No. | Description | Quantity | Unit | Unit Cost | Total |
|----------|-------------|----------|------|-----------|-------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TOTAL BID AMOUNT (Php) _____

TOTAL BID AMOUNT IN WORDS _____

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

(BF-Form
7)

For Goods Offered from Abroad

Name of Bidder _____. Invitation to Bid² 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) |
| | | | | | | | | |

(BF-Form 8)

For Goods Offered from Within the Philippines

Name of Bidder _____. Invitation to Bid³ Number _____. Page ____.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|----|

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

³ If ADB, JICA and WB funded projects, use IFB.

[illegible]