

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF NEW
AERONAUTICAL INFORMATION
SERVICE (AIS) SYSTEM**

Bid No. 24-098-11 BRAVO

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid	6
Section II. Instructions to Bidders	9
1. Scope of Bid	10
2. Funding Information	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	14
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	30
Section VII. Technical Specifications	31

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
Procurement of New Aeronautical Information Service (AIS) System
Bid No. 24-098-11 BRAVO

1. The **Civil Aviation Authority of the Philippines (CAAP)**, through the **Supplemental Budget** intends to apply the sum of **Php300,000,000.00** being the ABC to payments under the contract for **Procurement of New Aeronautical Information Service (AIS) System**. 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 **365 calendar days**. Bidders should have completed, within **the last ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is 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 **CAAP** and inspect the Bidding Documents at the address given below during **8:00am to 5:00pm at the BAC Office**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 November 2024 until the deadline of submission of bid** 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 50,000.00 (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 in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the CAAP website, if Bidders shall pay the applicable fee for the Bidding Documents not later than the date and time of submission of their bids.

6. The **CAAP** will hold a Pre-Bid Conference on **13 November 2024 @ 9:30 AM** at **CAAP Conference Room, 4/F CAAP Main Building, Old MIA Road Pasay City** and/or through video conferencing or webcasting **via Google Meet**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **27 November 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 **27 November 2024 @ 9:30 AM** at **CAAP Conference Room, 4/F CAAP Main Building, Old MIA Road Pasay City** and/or **via Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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.
11. Upon payment of the bid documents, bidders must provide their respective email addresses to the BAC Secretariat. All communications, including but not limited to Notices, Resolutions, and Replies, among others, will be sent to the email address provided by the bidder/s. The date when such email was sent shall be considered the date of receipt of the bidder/s for purposes of complying with the requirements under RA 9184.
12. For further information, please refer to:

LEANDRO R. VARQUEZ
Head, BAC Secretariat
3/F Supply, Procurement Building
Civil Aviation Authority of the Philippines
MIA Road, Pasay City, Metro Manila 1300
Telephone No.: (02) 8246 4988 loc 2236
Email: bac@caap.gov.ph
13. You may visit the following websites for downloading of Bidding Documents:
<https://notices.philgeps.gov.ph>
<https://caap.gov.ph/bac-2024>

ATTY. DANJUN G. LUCAS
Chairman, Bids and Awards Committee – Bravo

Section II. Instructions to Bidders

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **CAAP** wishes to receive Bids for the **Procurement of New Aeronautical Information Service (AIS) System** with identification number **BID NO. 24-098-11 BRAVO**.

The Procurement Project (referred to herein as "Project") is composed of 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 CY2024 in the amount of **Php300,000,000.00**.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to citizens, corporations, or associations of a country, included in the

list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies 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.

The Procuring Entity has prescribed that:

b. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **CAAP Conference Room, 4/F CAAP Main Building, Old MIA Road Pasay City** and/or through videoconferencing 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 **10 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

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

in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or 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:

- b. US Dollars

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid 120 calendar days from the date of opening of bids and shall be callable on demand. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present

shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Deployment/installation of an AIS/AIM System, with components similar to the scope of this project in any state/ANSP recognized by the ICAO.</i> b. <i>completed within 10 years prior to the deadline for the submission and receipt of bids.</i> <p>Use of completed contracts by their subsidiary is allowed, however limited to affiliations majority of its shares are owned by the parent company.</p>
7.1	<p><i>Subcontracting is not allowed.</i></p>
10.1	<p>Bidders are required to submit the following as part of the technical documents:</p> <ol style="list-style-type: none"> 1) Proof and other supporting documentary evidence of the bidder's statement of compliance with technical specifications required under Section VII. Technical Specifications, as applicable; and 2) Signed and Duly Notarized Certification and Undertaking for the project 3) Resumes of Project and Installation Team
12	<p>The price of the Goods shall be quoted DDP <i>Philippine ATMC, CAAP, Old MIA Road Pasay City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
12.1(a)(iv)	<p>Incidental Services (for Goods offered from within Philippines) include but are not limited to the following:</p> <ol style="list-style-type: none"> 1) All expenses for the processing of permits and licenses shall be part of the price schedule of the equipment. 2) Provision and installation of cables, auxiliary electronic/electrical adapters, connectors, components, fixtures, interface, fittings/mounting kits, cable management etc. for the different equipment to meet operational and functional requirements. Prices for these incidental items shall be incorporated into the equipment listed in the Schedule of Requirements to which it is primarily related. 3) Installation costs 4) Training 5) Project Management Services 6) As-Built Plans and Drawings
12.1(b)(ii)	<p>Incidental Services (for Goods offered from abroad) include but are not limited to the following:</p> <ol style="list-style-type: none"> 1) Provision and installation of cables, auxiliary electronic/electrical adapters, connectors, components, fixtures, interface,

	<p>fittings/mounting kits, cable management etc. for the different equipment to meet operational and functional requirements. Prices for these incidental items shall be incorporated into the equipment listed in the Schedule of Requirements to which it is primarily related.</p> <ol style="list-style-type: none"> 2) Importation Licenses/Permits 3) Engineering Services required for design & configurations. 4) Equipment Installation costs 5) FAT & related documents 6) Related equipment tests 7) Site Technical Training to be conducted by certified/authorized technical personnel from the Original Equipment Manufacturer (OEM). 8) Installation, Operational, Maintenance and other forms of Manuals, System & Circuit Diagrams, Equipment As-Built Plans and Drawings.
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> <ol style="list-style-type: none"> a. The amount of not less than Php6,000,000.00, 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 Php15,000,000.00 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	<p><i>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 bidding, evaluation, and contract award.</i></p>
20.2	<p>The Bidder with the Single/Lowest Calculated Bid (SCB/LCB) Shall submit its:</p> <ol style="list-style-type: none"> 1) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS)*; 2) Business licenses and permits required by law (Philgeps, Registration Certificate, Mayor's Permit, & Tax Clearance)*; 3) Latest Audited Financial Statements; 4) Exclusive distributorship of the AIS/AIM system duly certified and authenticated by Philippine Consulate in the country of origin; 5) Proof of Customer Satisfaction on the previously delivered AIS/AIM Solution within the last 10 years. 6) 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"> i. corresponding Sales Invoice/s; ii. Official Receipt/Cash Receipt/Collection Receipt; or iii. Certificate of Completion/ Certificate of Acceptance. <p>7) For bidder using their affiliates/subsidiaries in their SLCC:</p> <ul style="list-style-type: none"> i. Duly notarized Company Profile or Organization Structure including a clear description showing the relationship between the parent company and its affiliates/subsidiaries; ii. a legally binding affidavit or certification that the companies are part of the same corporate group; and iii. ownership certificates, board resolutions or other legal documents proving affiliation and control structure. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for the award. Provided, that if a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p> <p><i>*or the corresponding equivalent document in the case of foreign bidders</i></p>
21.1	<p><i>Additional Contract Documents:</i></p> <ul style="list-style-type: none"> 1) A Certificate under oath attesting that the bidder has no pending case(s) against the Government; and 2) Legal Clearance issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any bidder's case(s) against the Authority. 3) Term of Reference.

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>The delivery terms applicable to the Contract are DDP delivered <i>Philippine ATMC, CAAP, Old MIA Road Pasay City</i>. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered <i>Philippine ATMC, CAAP, Old MIA Road Pasay City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ol style="list-style-type: none"> i. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. Original and four copies delivery receipt/note, railway receipt, or truck receipt; iii. Original Supplier's factory inspection report; iv. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; v. Original and four copies of the certificate of origin (for imported Goods); vi. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii. Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; viii. Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p>

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- iii. Original Supplier's factory inspection report;
- iv. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- v. Original and four copies of the certificate of origin (for imported Goods);
- vi. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii. Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site;
- viii. Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Ms. Jesseelyn P. Heje**, *Actg. Department Manager*, AISD, Office of the Deputy Director General for Operations.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

e. Incidental Services (for Goods offered from within Philippines) include but are not limited to the following:

- 1) All expenses for the processing of permits and licenses shall be part of the price schedule of the equipment.
- 2) Provision and installation of cables, auxiliary electronic/electrical adapters, connectors, components, fixtures, interface, fittings/mounting kits, cable management etc. for the different equipment to meet operational and functional requirements. Prices for these incidental items shall be incorporated into the equipment listed in the Schedule of Requirements to which it is primarily related.
- 3) Installation costs
- 4) Training
- 5) Project Management Services
- 6) As-Built Plans and Drawings

f. Incidental Services (for Goods offered from abroad) include but are not limited to the following:

- 1) Provision and installation of cables, auxiliary electronic/electrical adapters, connectors, components, fixtures, interface, fittings/mounting kits, cable management etc. for the different equipment to meet operational and functional requirements. Prices for these incidental items shall be incorporated into the equipment listed in the Schedule of Requirements to which it is primarily related.
- 2) Importation Licenses/Permits
- 3) Engineering Services required for design & configurations.
- 4) Equipment Installation costs
- 5) FAT & related documents
- 6) Related equipment tests

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>2. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> 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. <p>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.</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 <i>five (5) years</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 days 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 Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions</p>

	Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Terms of payment, subject to the applicable obligation for the warranty detailed in Section 62.1 of the Revised IRR of RA9184:</p> <p>50% after FAT</p> <p>30% after SAT</p> <p>20% after project completion</p>

4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none">1) Data Quality Checks on Accuracy, Completeness and Consistency;2) System Performance Test;3) Security Inspections e.g., Access Control4) Functional Testing e.g., Data Retrieval5) Compliance Checks6) Backup and Recovery Tests7) Interoperability Tests
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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
I.	Aeronautical Information Management System			
	<p>Supply, Delivery, Installation, Training, Migration and Maintenance of new AIM System consisting of:</p> <ol style="list-style-type: none"> 1. AIXM Central Database with a mechanism for worldwide data actualization 2. Electronic AIP 3. Charting 4. Digital NOTAM 5. Electronic Terrain and Obstacle Data Solution 6. Aerodrome Mapping 7. AIS with Internet Briefing and IWXMM " <p>Note: Refer to Technical Specifications for detailed requirements</p>	1 lot		365 calendar days

Section VII. Technical Specifications

Technical Specifications

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

Item	Specification	Statement of Compliance
AIM System		
1	Data Origination	
1.1.	Provide a web interface portal for data originators to input and manage aeronautical data.	
2	Data Management	
2.1.	Establish a central and unique source of aeronautical data accessible to all stakeholders.	
2.2.	Ensure compliance with AIXM 5.1 standard, with the capability to upgrade to future versions of AIXM.	
2.3.	Implement an AIXM central database with the ability to import at least AIXM 4.5 and export AIXM files.	
2.4.	Enable automatic and seamless worldwide data [INO (NOTAM), SDO (static data) and PAMS (published AIP documents)] synchronization from the European AIS Database (EAD). (Reference to EAD Agreement [EAD/5443/2015] between EUROCONTROL and CAAP)	
2.5.	Integrate with existing and operational external interfaces (ATM DMZ, AMHS, MDPS, ADEW, CTMS, ATM, EAD, RAIM, NTP). Alternative integration approach/solution can be accepted.	
2.6.	Support ETOD and AMDB data import in Excel, CSV, XML, and KML file formats with visualization capability.	
2.7.	Capable to load the same or finer data resolution than the publication resolution.	
3	Electronic AIP / AIP	
3.1.	Utilize an innovative, centralized, and secured architecture based on a market-leading Content Management System (CMS).	
3.2.	Ensure full compliance with EUROCONTROL eAIP specifications.	

3.3.	Accessible and available to all authorized users via the Internet, ensuring the availability of aeronautical information in a standardized, digital format. Access to the eAIP service shall be configurable, allowing user permissions and access levels to be managed based on roles and requirements.	
3.4.	Manage AIP, Amendments, Supplements, Circulars, and other AIM products, ensuring integration, distribution, and accessibility.	
3.5.	Capable to manage resolution of database-driven data/information in accordance with the publication resolution requirement.	
4 Charting		
4.1.	Simplify and accelerate the chart production process.	
4.2.	Maximize data integrity and traceability throughout the process.	
4.3.	Ensure and enhance interoperability with other systems and entities.	
4.4.	Facilitate compliance upgrades to ICAO Annexes 4, 6, 14,15 and related documents.	
4.5.	Capable to manage resolution of database-driven data/information in accordance with the charting resolution requirement.	
5 NOTAM/Digital NOTAM		
5.1.	Increase the level of automation in NOTAM management.	
5.2.	Support NOTAM Proposal.	
5.3.	Support ASHTAM, SNOWTAM and other special series NOTAM.	
5.4.	Distribute digital NOTAMs through both legacy AMHS network and SWIM web services.	
5.5.	Provide AMDB and ETOD services.	
5.6.	Optimize ANSP solutions to minimize AIS office workload.	
5.7.	Ensure availability on mobile and tablet devices.	
6 Flight Plan Management		
6.1.	Configurable Flight Plan processing, validation/rejection and distribution.	
6.2.	Enable secure FPL submission and integrated briefing services through the internet.	
6.3.	Support real-time flight plan updates.	
6.4.	Support the latest FIXM version.	
6.5.	Offer reliable, up-to-date and fully integrated briefings combining meteorological, NOTAM information and AIP.	
7 Data Users		
7.1.	Provide a portal for data users to access published AIS products, including valid NOTAM and eAIP (current and future versions). Access to the data user portal services and features shall be configurable, allowing user permissions and access levels to be managed based on roles and requirements.	
7.2.	Ensure accessibility through the internet.	
7.3.	Ensure availability on mobile and tablet devices.	
8 Data Migration Support		

8.1.	Support migration of existing AIS data (static data, NOTAM, charts, AIP)	
8.2.	Supplier shall provide the following features:	
8.2.1.	Templates AIP Eurocontrol (compliant with ICAO standards) to produce and publish eAIP	
8.2.2.	Any automatic tools facilitating the AIP migration effort	
8.3.	The supplier shall include in its offer:	
8.3.1.	Creation of the AIP initial files (file tree and file initialization)	
8.3.2.	Support for personalization of the Eurocontrol stylesheets for the generation of AIP PDF documents	
8.4.	The supplier shall be able to provide, if necessary, additional support for AIP migration and customization.	
9	System Architecture, Hardware and Software Design Requirements	
9.1.	Software of the offered solution shall be the latest stable version with proven record of stability test result or equivalent.	
9.2.	Valid third-party software license shall be included in the offer within the warranty period	
9.3.	The hardware that will be used for the servers and workstations shall be the latest hardware compatible with the latest stable software.	
9.4.	The number of hardware that will be used for the offered solution shall depend on the expected performance requirements unless otherwise specified.	
9.5.	Provide 18 workstations for Manila (Data Management-3, NOTAM-3, AIP-3, Charting-3, FPL-6).	
9.6.	Provide 16 workstations for remote sites (2 per site for 8 remote sites). Deployment is not part of the contract but configuration ready.	
9.7.	Use of the latest I/O devices, 28" 16:9 aspect ratio for all workstations except for charting and eAIP workstations requiring dual 28" 16:9 display monitors.	
9.8.	Two (2) A3 inkjet network printers (continuous ink preferred), ten (10) A4 inkjet printers (continuous ink preferred).	
9.9.	Redundant LAN connection using the latest network access technology.	
9.10.	Router(s), if applicable in the design, with sufficient processing power, memory and interface options to handle network traffic	
9.11.	Implement system redundancy to ensure continuous operation and data availability.	
9.12.	Switches supporting the required number of ports and provide the necessary switching capacity to meet bandwidth demands of connected devices.	
9.13.	Server rack shall be supplied by the supplier and shall be located at G/F ATMC equipment room; workstations shall be located in the AIS operations room.	

9.14.	Power source termination of the server rack and information on the server rack electrical load shall be in coordination with ATMC CNSSO and ALPT.	
9.15.	UPS shall be provided to for the server rack (rackmount) and individual workstations to be able to sustain emergency backup power for at least 15 minutes.	
9.16.	Provision of spare parts based on hardware MTBF for a period of three (3) years, with an obligatory minimum stock of critical spare components regardless of the MTBF ratings of the supplied system. For components such as servers, KVM, input/output devices, printers, and workstations, where high MTBF values are typical, the supplier must ensure the availability of a sufficient quantity of spare parts to mitigate the risk of extended downtime due to unforeseen failures. The stock of spare parts shall comply with industry best practices for critical systems.	
10 Factory Acceptance Test		
10.1.	<p>The Factory Acceptance Test (FAT) shall be conducted over a duration of ten (10) days, exclusive of travel days to and from the country of destination. The FAT will be performed based on test cases that must be reviewed and approved by the end-user prior to the testing.</p> <p>The FAT will be attended by seven (7) participants. The airfare to and from the country of destination shall be borne by the supplier. The Daily Subsistence Allowance (DSA) rate, as per the latest UNDP DSA Circular, shall apply for the duration of the FAT, including weekends if applicable.</p>	
10.2.	The supplier shall submit for approval a detailed Factory Acceptance Test (FAT) plan four (4) weeks before the beginning of the FAT. The FAT plan shall consist of a subset of functional tests and performance tests aimed at validating the compliance of the system with this specification.	
10.3.	Each test executed shall be described on one single page including at least the following information:	
10.3.1.	test identifier and title;	
10.3.2.	the procedure(s);	
10.3.3.	the system configuration required for the test;	
10.3.4.	the expected result(s) of the test;	
10.3.5.	comments where appropriate.	
10.4.	FAT shall be performed for all hardware and software deliverables.	
10.5.	Following the successful completion of FAT, the supplier shall submit a comprehensive Test Report for review and sign-off by the participants. The report must document all test procedures, outcomes, deviations, corrective actions, and retests as necessary. The format and content of the report shall adhere to recognized industry practices, ensuring compliance with ICAO SARPs,	

specifically those outlined in ICAO Annex 15 — Aeronautical Information Services, and PANS-AIM Doc 10066.	
11 Installation and Site Acceptance	
11.1. The CAAP requires that qualified Original Equipment Manufacturer (OEM) personnel conduct the software installation. Additionally, CAAP requires the submission of resumes for all OEM project installation team members as part of the technical proposal. This is to assess the qualifications and experience of the installation team members in successfully implementing an AIS/AIM System.	
11.2. A Site Acceptance Test shall be conducted after the completion of the installation. The supplier shall be responsible for notifying CAAP that the installation is complete and that a Site Acceptance Test is to be conducted.	
11.3. The supplier shall submit for approval a detailed Site Acceptance Test (SAT) plan four (4) weeks before the beginning of the SAT. The SAT plan shall consist of a subset of functional tests, specific tests considering the site environment and performance tests aimed at validating the compliance of the system with this specification.	
11.4. Each test executed shall be described on one single page including at least the following information:	
11.4.1. test identifier and title;	
11.4.2. the procedure(s);	
11.4.3. the system configuration required for the test;	
11.4.4. the expected result(s) of the test;	
11.4.5. comments where appropriate.	
11.5. SAT shall be performed for all hardware and software deliverables.	
11.6. Following the successful completion of the SAT, the supplier shall submit a comprehensive Test Report for review and sign-off by the end-user. The report must document all test procedures, outcomes, deviations, corrective actions, and retests as necessary. The format and content of the report shall adhere to recognized industry practices, ensuring compliance with ICAO SARPs, specifically those outlined in ICAO Annex 15 — Aeronautical Information Services, and PANS-AIM Doc 10066.	
11.7. A Reliability Test shall be conducted for a period of one (1) AIRAC Cycle by the supplier after a successful Site Acceptance Testing using live data based on the approved Migration and Transition Plan.	
11.8. Certificate of Project Completion shall be issued following the acceptable result of the Reliability Test.	
12 Training	
12.1. Provide comprehensive on-site operational training for each functional section, with a dedicated number of training days for each as follows:	
12.1.1. NOTAM: 10 days	
12.1.2. Data Management: 15 days	
12.1.3. Aeronautical Information Publication (AIP): 15 days	

12.1.4. Charting: 15 days	
12.1.5. Flight Plan Management: 5 days	
12.2. Each training session shall accommodate five (5) participants per section. The training should cover all necessary operational procedures, ensuring participants are fully equipped to handle real-world scenarios in their respective areas.	
12.3. Provide a minimum of five (5) day maintenance training program, specifically designed for ten (10) participants from the CNS/ATM (Communication, Navigation, Surveillance/Air Traffic Management) personnel. The training shall cover all essential maintenance tasks and procedures to ensure the continued operation and reliability of the system.	
12.4. Upon the successful completion of the training, each participant shall be issued a Certificate of Successful Completion, duly signed by the Training Course Instructor. The certificate must include the following minimum information:	
12.4.1. Participant's full name	
12.4.2. Title of the training course	
12.4.3. Duration of the training (number of days and specific dates)	
12.4.4. Description of the topics covered, or competencies acquired	
12.4.5. Name and signature of the Training Course Instructor	
12.4.6. Date of certificate issuance	
12.4.7. Name of the training provider or organization	
12.4.8. Unique certificate reference number (if applicable)	
12.5. The certificate must be issued within five (5) working days following the completion of the training and serve as an official record of the participant's attendance and successful completion of the course.	
13 After Sales Support Services	
13.1. Offer 24/7 service desk support for operations.	
13.2. Ensure comprehensive after-sales support.	
14 System Life Span	
The AIM system is expected to have an operational lifespan of at least 10 years. To achieve this, the following requirements must be met:	
14.1. Hardware Longevity and Support:	
<ul style="list-style-type: none"> ⊙ All hardware components, including servers, network devices, and workstations, must be selected based on their reliability and supportability over the expected system life span. ⊙ The supplier must ensure that all hardware components are supported by the manufacturer for a minimum of 5 years from the date of installation. 	
14.2. After-Sales Support and Maintenance:	
<ul style="list-style-type: none"> ⊙ The supplier must provide comprehensive after-sales support and maintenance services for the entire system, including hardware and software. ⊙ This support must include regular updates, patches, and enhancements to ensure the system remains secure, efficient, and compliant with evolving standards and regulations. 	

14.3. System Scalability and Flexibility:		
☉	The system must be designed with scalability and flexibility in mind, allowing for the integration of new technologies and the replacement of outdated hardware without significant reconfiguration or downtime.	
☉	Efficient and compliant with evolving standards and regulations.	
15 Documentation		
15.1.	Solution Architecture Documentation: Provide detailed documentation of the solution architecture, including diagrams and descriptions of key components and interactions.	
15.2.	User Guide: Develop a comprehensive user guide to assist end-users in operating the system effectively.	
15.3.	Installation and Maintenance Guide: Create detailed guides for the installation and ongoing maintenance of the system, including troubleshooting procedures.	
15.4.	Transition Guide: Prepare a transition guide to facilitate the handover from implementation to operational use, ensuring a smooth transition for all stakeholders.	
16 Compliance and Standards		
The AIM system must comply with the following relevant standards and regulations to ensure the quality, reliability, and interoperability of aeronautical data:		
16.1.	SWIM-ready solution supporting the latest exchange models	
16.2.	ICAO Annex 4	
16.3.	ICAO Annex 6	
16.4.	ICAO Annex 15	
16.5.	ICAO 8697	
16.6.	ICAO Doc 10066	
16.7.	ICAO Doc 8126	
16.8.	Aeronautical Data Quality (ADQ) Regulations	
16.9.	EU Regulation 73/2010	
16.10.	EUROCONTROL Specifications: <ul style="list-style-type: none"> o Specification for the Electronic Aeronautical Information Publication (eAIP) o Specification for the Origination of Aeronautical Data o Guidelines on Aeronautical Data Processes o Guidelines on the Implementation of Safety Support Assessment for AIS/AIM 	
16.11.	ISO/IEC 27001	
17 Warranty Requirements		
The supplier must provide an extended warranty for a period of 1 year from the completion of the standard 1-year defects liability and 1-year warranty period. The extended warranty must include the following conditions:		
17.1.	Coverage	

	The extended warranty must cover all hardware components (servers, workstations, network devices) and software systems, ensuring continuous functionality and addressing defects that may arise due to material or manufacturing flaws. Regular software updates, security patches, and system performance enhancements must be provided throughout the extended warranty period.	
17.2.	Support Services	
	The supplier must offer 24/7 support for troubleshooting and technical assistance throughout the extended warranty period.	
17.3.	Replacement and Upgrade	
	Any hardware component deemed irreparable or obsolete must be replaced with new or upgraded components that ensure compatibility with the current system, at no additional cost during the warranty period.	
17.4.	Documentation and Reporting	
	The supplier must provide comprehensive documentation outlining the procedures for requesting warranty services and include a service-level agreement (SLA) detailing the expected response and resolution times for warranty claims.	
17.5.	Exclusions	
	The warranty must clearly state any exclusions, such as damage caused by unauthorized modifications, natural disasters, or misuse outside the agreed operational parameters.	
SECURITY MEASURES		
	The AIM system must incorporate robust security measures to ensure the integrity and availability of aeronautical data. The following requirements outline the necessary security measures:	
1	Data Protection	
1.1.	Implement end-to-end encryption for data at rest and in transit to protect sensitive aeronautical information from unauthorized access.	
1.2.	Utilize role-based access control (RBAC) to ensure that only authorized personnel can access specific data and system functionalities. Implement multi-factor authentication (MFA) for all user access.	
2	Network Security	
2.1.	Deploy firewalls and Intrusion Detection Systems (IDS) to monitor and protect the network from unauthorized access and potential threats.	
2.2.	Use Virtual Private Networks (VPNs) for secure remote access to the AIM system, ensuring data is transmitted securely over public networks.	
3	System Security	

3.1.	Ensure that all system components, including software and hardware, receive regular updates and patches for the duration of the 1-year defects liability period and the 1-year warranty period. This includes updates to address security vulnerabilities and improve system performance.	
3.2.	Install and maintain up-to-date antivirus and anti-malware solutions for the entire duration of the 1-year defects liability period and the 1-year warranty period. Ensure that these solutions are regularly updated to protect against the latest threats.	
4 Data Integrity		
4.1.	Implement comprehensive audit trails to track all access and modifications to aeronautical data. Ensure that audit logs are securely stored and regularly reviewed.	
4.2.	Establish regular data backup procedures and ensure that backup data is securely stored. Implement a disaster recovery plan to restore data and system functionality in the event of a failure or breach.	
PROJECT MANAGEMENT		
To ensure the successful delivery of the Aeronautical Information Management (AIM) system, effective project management practices must be implemented throughout the project lifecycle. The following project management requirements outline the necessary governance, planning, risk management, communication, quality assurance, and resource management processes that must be adhered to by the contractor. These requirements are designed to provide clear guidance, maintain project alignment with the objectives, and ensure that all deliverables meet the specified standards.		
1	The contractor shall assign a dedicated Project Manager who will oversee all day-to-day activities of the project. The Project Manager will be responsible for ensuring the project adheres to the defined timelines and scope and will report regularly to the CAAP.	
2 Project Planning		
2.1.	The contractor shall develop and maintain a detailed project schedule, outlining all major milestones, deadlines, and dependencies. The project schedule shall be updated regularly to reflect the current status and any changes.	
2.2.	The contractor shall provide a Work Breakdown Structure (WBS) that details all project tasks, deliverables, and the resources assigned to each task. This WBS shall be used to track progress and ensure accountability for each project element.	
2.3.	The contractor shall utilize a Gantt chart or similar visual tool to represent the project timeline and illustrate the dependencies between tasks.	
3 Risk Management		

3.1.	The contractor shall create and maintain a risk register that identifies potential risks, assesses their likelihood and impact, and outlines mitigation strategies. The risk register shall be reviewed regularly by the Project Manager and the CAAP.	
3.2.	The contractor shall develop a contingency plan to address critical risks that may significantly impact the project. This plan must include predefined actions to be taken if a risk materializes.	
4 Communication Management		
4.1.	The contractor shall develop a communication plan that outlines the frequency, format, and audience for project updates. This plan must include regular status meetings, progress reports, and clearly defined escalation procedures for any issues that arise.	
4.2.	The contractor shall ensure that all stakeholders are informed and engaged throughout the project by providing regular updates and opportunities for feedback, particularly during critical phases such as design, testing, and deployment.	
5 Quality Management		
	The contractor shall develop a Quality Assurance (QA) plan that defines the processes and standards for ensuring the quality of all project deliverables. This plan shall include regular reviews, testing, and validation to confirm that the system meets all specified requirements.	
6 Monitoring and Reporting		
	The contractor shall provide regular progress reports, detailing updates on milestones, risks, issues, and any changes to the project plan. These reports must be reviewed by the Project Manager and CAAP.	

TERM OF REFERENCE

INTRODUCTION

The acquisition of a new Aeronautical Information System (AIS)/Aeronautical Information Management (AIM) system is essential to address the challenges arising from the aging legacy AIS system currently in use at the Air Traffic Management Center (ATMC). The existing system has reached its end of life, leading to reliability issues and malfunctions that could jeopardize critical aeronautical information services and flight plan management. Moreover, the outdated system no longer meets International Civil Aviation Organization (ICAO) standards, posing risks to air navigation safety and efficiency. Securing a new AIS system / AIM system is crucial to ensure uninterrupted and dependable aeronautical information services, meet global standards, enhance operational efficiency, and bolster overall air traffic management capabilities.

OBJECTIVES

The primary objectives of procuring the Aeronautical Information Management (AIM) system are multifaceted. First and foremost, it aims to enhance data accuracy and timeliness, ensuring that aeronautical information is always accurate, up-to-date, and readily available to all stakeholders. This minimizes errors and delays in the dissemination of critical data.

In terms of safety and efficiency, the system will support the safe and efficient management of air traffic by providing reliable and comprehensive aeronautical information. This will facilitate better decision-making for air traffic controllers, pilots, and other aviation professionals.

Compliance with international standards is another key objective. The system will align with the standards and recommendations set by the International Civil Aviation Organization (ICAO), particularly ICAO Annex 15, ensuring interoperability with other AIM systems.

Integration and interoperability are crucial. The system will enable seamless integration with existing platforms, including flight planning, air traffic management, and weather information systems. It will support the exchange of aeronautical data with other aviation stakeholders through standardized APIs.

Scalability and flexibility are also important. The system will provide a scalable solution that can accommodate future growth in air traffic and evolving technological requirements. It will offer the flexibility to adapt to changes in regulations, operational procedures, and user needs.

An enhanced user experience is a priority. The system will improve the user experience for all stakeholders by providing intuitive and user-friendly interfaces, ensuring accessibility for both technical and non-technical users.

Finally, robust security measures will be implemented to protect the integrity, confidentiality, and availability of aeronautical data. The system will ensure compliance with data protection regulations and best practices, safeguarding sensitive information.

SCOPE OF WORK

- 1** Utilize a structured systems engineering approach, including requirements analysis, design, implementation, integration, and verification. Employ industry-standard methodologies and tools to ensure a robust and scalable system.
- 2** Establish a comprehensive process for capturing, documenting, and tracking requirements throughout the project lifecycle. Utilize requirement management tools to ensure traceability and alignment with project objectives.
- 3** Define and manage interfaces with external systems, ensuring seamless integration and data exchange. Implement standardized protocols and interfaces to facilitate interoperability.
- 4** Develop processes for generating and adapting data to meet system requirements, ensuring data accuracy and consistency.
- 5** Design a scalable and flexible solution architecture that supports current and future needs. Document key components, interactions, and data flows.

- 6 Plan and execute the installation, configuration, and integration of system components. Follow best practices to ensure minimal disruption to existing operations.

TECHNICAL REQUIREMENTS

The technical requirements for the New Aeronautical Information Management (AIM) System are as follows:

- 1 Data Origination
 - 1.1. Provide a web interface portal for data originators to input and manage aeronautical data.
- 2 Data Management
 - 2.1. Establish a central and unique source of aeronautical data accessible to all stakeholders.
 - 2.2. Ensure compliance with AIXM 5.1 standard, with the capability to upgrade to future versions of AIXM.
 - 2.3. Implement an AIXM central database with the ability to import at least AIXM 4.5 and export AIXM files.
 - 2.4. Enable automatic and seamless worldwide data [INO (NOTAM), SDO (static data) and PAMS (published AIP documents)] synchronization from the European AIS Database (EAD).
(Reference to EAD Agreement [EAD/5443/2015] between EUROCONTROL and CAAP)
 - 2.5. Integrate with existing and operational external interfaces (ATM DMZ, AMHS, MDPS, ADEW, CTMS, ATM, EAD, RAIM, NTP). Alternative integration approach/solution can be accepted.
 - 2.6. Support ETOD and AMDB data import in Excel, CSV, XML, and KML file formats with visualization capability.
 - 2.7. Capable to load the same or finer data resolution than the publication resolution.
- 3 Electronic AIP / AIP
 - 3.1. Utilize an innovative, centralized, and secured architecture based on a market-leading Content Management System (CMS).
 - 3.2. Ensure full compliance with EUROCONTROL eAIP specifications.
 - 3.3. Accessible and available to all authorized users via the Internet, ensuring the availability of aeronautical information in a standardized, digital format. Access to the eAIP service shall be configurable, allowing user permissions and access levels to be managed based on roles and requirements.
 - 3.4. Manage AIP, Amendments, Supplements, Circulars, and other AIM products, ensuring integration, distribution, and accessibility.
 - 3.5. Capable to manage resolution of database-driven data/information in accordance with the publication resolution requirement.
- 4 Charting
 - 4.1. Simplify and accelerate the chart production process.
 - 4.2. Maximize data integrity and traceability throughout the process.
 - 4.3. Ensure and enhance interoperability with other systems and entities.

- 4.4. Facilitate compliance upgrades to ICAO Annexes 4, 6, 14,15 and related documents.
- 4.5. Capable to manage resolution of database-driven data/information in accordance with the charting resolution requirement.
- 5 NOTAM/Digital NOTAM**
 - 5.1. Increase the level of automation in NOTAM management.
 - 5.2. Support NOTAM Proposal.
 - 5.3. Support ASHTAM, SNOWTAM and other special series NOTAM.
 - 5.4. Distribute digital NOTAMs through both legacy AMHS network and SWIM web services.
 - 5.5. Provide AMDB and ETOD services.
 - 5.6. Optimize ANSP solutions to minimize AIS office workload.
 - 5.7. Ensure availability on mobile and tablet devices.
- 6 Flight Plan Management**
 - 6.1. Configurable Flight Plan processing, validation/rejection and distribution.
 - 6.2. Enable secure FPL submission and integrated briefing services through the Internet.
 - 6.3. Support real-time flight plan updates.
 - 6.4. Support the latest FIXM version.
 - 6.5. Offer reliable, up-to-date and fully integrated briefings combining meteorological, NOTAM information and AIP.
- 7 Data Users**
 - 7.1. Provide a portal for data users to access published AIS products, including valid NOTAM and eAIP (current and future versions). Access to the data user portal services and features shall be configurable, allowing user permissions and access levels to be managed based on roles and requirements.
 - 7.2. Ensure accessibility through the Internet.
 - 7.3. Ensure availability on mobile and tablet devices.
- 8 Data Migration Support**
 - 8.1. Support migration of existing AIS data (static data, NOTAM, charts, AIP)
 - 8.2. Supplier shall provide the following features:
 - 8.2.1. Templates AIP Eurocontrol (compliant with ICAO standards) to produce and publish eAIP
 - 8.2.2. Any automatic tools facilitating the AIP migration effort
 - 8.3. The supplier shall include in its offer:
 - 8.3.1. Creation of the AIP initial files (file tree and file initialization)
 - 8.3.2. Support for personalization of the Eurocontrol stylesheets for the generation of AIP PDF documents
 - 8.4. The supplier shall be able to provide, if necessary, additional support for AIP migration and customization.
- 9 System Architecture, Hardware and Software Design Requirements**
 - 9.1. Software of the offered solution shall be the latest stable version with proven record of stability test result or equivalent.

- 9.2. Valid third-party software license shall be included in the offer within the warranty period
- 9.3. The hardware that will be used for the servers and workstations shall be the latest hardware compatible with the latest stable software.
- 9.4. The number of hardware that will be used for the offered solution shall depend on the expected performance requirements unless otherwise specified.
- 9.5. Provide 18 workstations for Manila (Data Management-3, NOTAM-3, AIP-3, Charting-3, FPL-6).
- 9.6. Provide 16 workstations for remote sites (2 per site for 8 remote sites). Deployment is not part of the contract but configuration ready.
- 9.7. Use of the latest I/O devices, 28" 16:9 aspect ratio for all workstations except for charting and eAIP workstations requiring dual 28" 16:9 display monitors.
- 9.8. Two (2) A3 inkjet network printers (continuous ink preferred), ten (10) A4 inkjet printers (continuous ink preferred)
- 9.9. Redundant LAN connection using the latest network access technology
- 9.10. Router(s), if applicable in the design, with sufficient processing power, memory and interface options to handle network traffic
- 9.11. Implement system redundancy to ensure continuous operation and data availability.
- 9.12. Switches supporting the required number of ports and provide the necessary switching capacity to meet bandwidth demands of connected devices.
- 9.13. Server rack shall be supplied by the supplier and shall be located at G/F ATMC equipment room; workstations shall be located in the AIS operations room.
- 9.14. Power source termination of the server rack and information on the server rack electrical load shall be in coordination with ATMC CNSSO and ALPT.
- 9.15. UPS shall be provided to for the server rack (rackmount) and individual workstations to be able to sustain emergency backup power for at least 15 minutes.
- 9.16. Provision of spare parts based on hardware MTBF for a period of three (3) years, with an obligatory minimum stock of critical spare components regardless of the MTBF ratings of the supplied system. For components such as servers, KVM, input/output devices, printers, and workstations, where high MTBF values are typical, the supplier must ensure the availability of a sufficient quantity of spare parts to mitigate the risk of extended downtime due to unforeseen failures. The stock of spare parts shall comply with industry best practices for critical systems.

10 Factory Acceptance Test

- 10.1. The Factory Acceptance Test (FAT) shall be conducted over a duration of ten (10) days, exclusive of travel days to and from the country of destination. The FAT will be performed based on test cases that must be reviewed and approved by the end-user prior to the testing.

The FAT will be attended by seven (7) participants. The airfare to and from the country of destination shall be borne by the supplier. The Daily Subsistence Allowance (DSA) rate, as per the latest UNDP DSA Circular, shall apply for the duration of the FAT, including weekends if applicable.

- 10.2. The supplier shall submit for approval a detailed Factory Acceptance Test (FAT) plan four (4) weeks before the beginning of the FAT. The FAT plan shall consist of a subset of functional tests and performance tests aimed at validating the compliance of the system with this specification.
- 10.3. Each test executed shall be described on one single page including at least the following information:
 - 10.3.1. test identifier and title;
 - 10.3.2. the procedure(s);
 - 10.3.3. the system configuration required for the test;
 - 10.3.4. the expected result(s) of the test;
 - 10.3.5. comments where appropriate.
- 10.4. FAT shall be performed for all hardware and software deliverables.
- 10.5. Following the successful completion of FAT, the supplier shall submit a comprehensive Test Report for review and sign-off by the participants. The report must document all test procedures, outcomes, deviations, corrective actions, and retests as necessary. The format and content of the report shall adhere to recognized industry practices, ensuring compliance with ICAO SARPs, specifically those outlined in ICAO Annex 15 — Aeronautical Information Services, and PANS-AIM Doc 10066.

11 Installation and Site Acceptance

- 11.1. The CAAP requires that qualified Original Equipment Manufacturer (OEM) personnel conduct the software installation. Additionally, CAAP requires the submission of resumes for all OEM project installation team members as part of the technical proposal. This is to assess the qualifications and experience of the installation team members in successfully implementing an AIS/AIM System.
- 11.2. A Site Acceptance Test shall be conducted after the completion of the installation. The supplier shall be responsible for notifying CAAP that the installation is complete and that a Site Acceptance Test is to be conducted.
- 11.3. The supplier shall submit for approval a detailed Site Acceptance Test (SAT) plan four (4) weeks before the beginning of the SAT. The SAT plan shall consist of a subset of functional tests, specific tests

considering the site environment and performance tests aimed at validating the compliance of the system with this specification.

- 11.4. Each test executed shall be described on one single page including at least the following information:
 - 11.4.1. test identifier and title;
 - 11.4.2. the procedure(s);
 - 11.4.3. the system configuration required for the test;
 - 11.4.4. the expected result(s) of the test;
 - 11.4.5. comments where appropriate.
- 11.5. SAT shall be performed for all hardware and software deliverables.
- 11.6. Following the successful completion of the SAT, the supplier shall submit a comprehensive Test Report for review and sign-off by the end-user. The report must document all test procedures, outcomes, deviations, corrective actions, and retests as necessary. The format and content of the report shall adhere to recognized industry practices, ensuring compliance with ICAO SARPs, specifically those outlined in ICAO Annex 15 — Aeronautical Information Services, and PANS-AIM Doc 10066.
- 11.7. A Reliability Test shall be conducted for a period of one (1) AIRAC Cycle by the supplier after a successful Site Acceptance Testing using live data based on the approved Migration and Transition Plan.
- 11.8. Certificate of Project Completion shall be issued following the acceptable result of the Reliability Test.

12 Training

- 12.1. Provide comprehensive on-site operational training for each functional section, with a dedicated number of training days for each as follows:
 - 12.1.1. NOTAM: 10 days
 - 12.1.2. Data Management: 15 days
 - 12.1.3. Aeronautical Information Publication (AIP): 15 days
 - 12.1.4. Charting: 15 days
 - 12.1.5. Flight Plan Management: 5 days
- 12.2. Each training session shall accommodate five (5) participants per section. The training should cover all necessary operational procedures, ensuring participants are fully equipped to handle real-world scenarios in their respective areas.
- 12.3. Provide a minimum of five (5) day maintenance training program, specifically designed for ten (10) participants from the CNS/ATM (Communication, Navigation, Surveillance/Air Traffic Management) personnel. The training shall cover all essential maintenance tasks and procedures to ensure the continued operation and reliability of the system.
- 12.4. Upon the successful completion of the training, each participant shall be issued a Certificate of Successful Completion, duly signed by the Training Course Instructor. The certificate must include the following minimum information:

- 12.4.1. Participant's full name
- 12.4.2. Title of the training course
- 12.4.3. Duration of the training (number of days and specific dates)
- 12.4.4. Description of the topics covered, or competencies acquired
- 12.4.5. Name and signature of the Training Course Instructor
- 12.4.6. Date of certificate issuance
- 12.4.7. Name of the training provider or organization
- 12.4.8. Unique certificate reference number (if applicable)
- 12.5. The certificate must be issued within five (5) working days following the completion of the training and serve as an official record of the participant's attendance and successful completion of the course.

13 After Sales Support Services

- 13.1. Offer 24/7 service desk support for operations.
- 13.2. Ensure comprehensive after-sales support.

14 System Life Span

The AIM system is expected to have an operational lifespan of at least 10 years. To achieve this, the following requirements must be met:

14.1. Hardware Longevity and Support:

- All hardware components, including servers, network devices, and workstations, must be selected based on their reliability and supportability over the expected system life span.
- The supplier must ensure that all hardware components are supported by the manufacturer for a minimum of 5 years from the date of installation.

14.2. After-Sales Support and Maintenance:

- The supplier must provide comprehensive after-sales support and maintenance services for the entire system, including hardware and software.
- This support must include regular updates, patches, and enhancements to ensure the system remains secure, efficient, and compliant with evolving standards and regulations.

14.3. System Scalability and Flexibility:

- The system must be designed with scalability and flexibility in mind, allowing for the integration of new technologies and the replacement of outdated hardware without significant reconfiguration or downtime.
- Efficient and compliant with evolving standards and regulations.

15 Documentation

- 15.1. *Solution Architecture Documentation:* Provide detailed documentation of the solution architecture, including diagrams and descriptions of key components and interactions.
- 15.2. *User Guide:* Develop a comprehensive user guide to assist end-users in operating the system effectively.

- 15.3. *Installation and Maintenance Guide*: Create detailed guides for the installation and ongoing maintenance of the system, including troubleshooting procedures.
- 15.4. *Transition Guide*: Prepare a transition guide to facilitate the handover from implementation to operational use, ensuring a smooth transition for all stakeholders.

16 Compliance and Standards

The AIM system must comply with the following relevant standards and regulations to ensure the quality, reliability, and interoperability of aeronautical data:

- 16.1. SWIM-ready solution supporting the latest exchange models
- 16.2. ICAO Annex 4
- 16.3. ICAO Annex 6
- 16.4. ICAO Annex 15
- 16.5. ICAO 8697
- 16.6. ICAO Doc 10066
- 16.7. ICAO Doc 8126
- 16.8. Aeronautical Data Quality (ADQ) Regulations
- 16.9. EU Regulation 73/2010
- 16.10. EUROCONTROL Specifications:
 - Specification for the Electronic Aeronautical Information Publication (eAIP)
 - Specification for the Origination of Aeronautical Data
 - Guidelines on Aeronautical Data Processes
 - Guidelines on the Implementation of Safety Support Assessment for AIS/AIM
- 16.11. ISO/IEC 27001

17 Warranty Requirements

The supplier must provide an extended warranty for a period of 1 year from the completion of the standard 1-year defects liability and 1-year warranty period. The extended warranty must include the following conditions:

- 17.1. Coverage

The extended warranty must cover all hardware components (servers, workstations, network devices) and software systems, ensuring continuous functionality and addressing defects that may arise due to material or manufacturing flaws. Regular software updates, security patches, and system performance enhancements must be provided throughout the extended warranty period.
- 17.2. Support Services

The supplier must offer 24/7 support for troubleshooting and technical assistance throughout the extended warranty period.
- 17.3. Replacement and Upgrade

Any hardware component deemed irreparable or obsolete must be replaced with new or upgraded components that ensure compatibility with the current system, at no additional cost during the warranty period.
- 17.4. Documentation and Reporting

The supplier must provide comprehensive documentation outlining the procedures for requesting warranty services and include a service-level

agreement (SLA) detailing the expected response and resolution times for warranty claims.

17.5. Exclusions

The warranty must clearly state any exclusions, such as damage caused by unauthorized modifications, natural disasters, or misuse outside the agreed operational parameters.

SECURITY MEASURES

The AIM system must incorporate robust security measures to ensure the integrity and availability of aeronautical data. The following requirements outline the necessary security measures:

1 Data Protection

- 1.1. Implement end-to-end encryption for data at rest and in transit to protect sensitive aeronautical information from unauthorized access.
- 1.2. Utilize role-based access control (RBAC) to ensure that only authorized personnel can access specific data and system functionalities. Implement multi-factor authentication (MFA) for all user access.

2 Network Security

- 2.1. Deploy firewalls and Intrusion Detection Systems (IDS) to monitor and protect the network from unauthorized access and potential threats.
- 2.2. Use Virtual Private Networks (VPNs) for secure remote access to the AIM system, ensuring data is transmitted securely over public networks.

3 System Security

- 3.1. Ensure that all system components, including software and hardware, receive regular updates and patches for the duration of the 1-year defects liability period and the 1-year warranty period. This includes updates to address security vulnerabilities and improve system performance.
- 3.2. Install and maintain up-to-date antivirus and anti-malware solutions for the entire duration of the 1-year defects liability period and the 1-year warranty period. Ensure that these solutions are regularly updated to protect against the latest threats.

4 Data Integrity

- 4.1. Implement comprehensive audit trails to track all access and modifications to aeronautical data. Ensure that audit logs are securely stored and regularly reviewed.
- 4.2. Establish regular data backup procedures and ensure that backup data is securely stored. Implement a disaster recovery plan to restore data and system functionality in the event of a failure or breach.

PROJECT MANAGEMENT

To ensure the successful delivery of the Aeronautical Information Management (AIM) system, effective project management practices must be implemented throughout the project lifecycle.

The following project management requirements outline the necessary governance, planning, risk management, communication, quality assurance, and resource management processes that must be adhered to by the supplier. These requirements are designed to provide clear guidance, maintain project alignment with the objectives, and ensure that all deliverables meet the specified standards.

- 1** The supplier shall assign a dedicated Project Manager who will oversee all day-to-day activities of the project. The Project Manager will be responsible for ensuring the project adheres to the defined timelines and scope and will report regularly to the CAAP.

2 Project Planning

- 2.1. The supplier shall develop and maintain a detailed project schedule, outlining all major milestones, deadlines, and dependencies. The project schedule shall be updated regularly to reflect the current status and any changes.
- 2.2. The supplier shall provide a Work Breakdown Structure (WBS) that details all project tasks, deliverables, and the resources assigned to each task. This WBS shall be used to track progress and ensure accountability for each project element.
- 2.3. The supplier shall utilize a Gantt chart or similar visual tool to represent the project timeline and illustrate the dependencies between tasks.

3 Risk Management

- 3.1. The supplier shall create and maintain a risk register that identifies potential risks, assesses their likelihood and impact, and outlines mitigation strategies. The risk register shall be reviewed regularly by the Project Manager and the CAAP.
- 3.2. The supplier shall develop a contingency plan to address critical risks that may significantly impact the project. This plan must include predefined actions to be taken if a risk materializes.

4 Communication Management

- 4.1. The supplier shall develop a communication plan that outlines the frequency, format, and audience for project updates. This plan must include regular status meetings, progress reports, and clearly defined escalation procedures for any issues that arise.
- 4.2. The supplier shall ensure that all stakeholders are informed and engaged throughout the project by providing regular updates and opportunities for feedback, particularly during critical phases such as design, testing, and deployment.

5 Quality Management

The supplier shall develop a Quality Assurance (QA) plan that defines the processes and standards for ensuring the quality of all project deliverables. This plan shall include regular reviews, testing, and validation to confirm that the system meets all specified requirements.

6 Monitoring and Reporting

The supplier shall provide regular progress reports, detailing updates on milestones, risks, issues, and any changes to the project plan. These reports must be reviewed by the Project Manager and CAAP.

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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Forms

[Company Letterhead]

**Statement of ALL ON-GOING government and private contracts, including contracts awarded but not yet started,
if any, whether similar or not similar in nature and complexity to the contract to be bid**

Name of the Project:

Location of the Project:

Name of the Company:

Address of the Company:

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed	Accomplishment		Outstanding Value of the Contract
			Description	%			Planned	Actual	
GOVERNMENT									
PRIVATE									

Submitted by:

(Signature above Printed Name)

Designation:

Date:

Statement of SINGLE LARGEST COMPLETED CONTRACT

Name of the Project:

[Company Letterhead]

Location of the Project:

Name of the Company:

Address of the Company:

Name of Contract	d. Owner's Name e. Address f. Telephone Nos.	Nature of Work	Bidder's Role		Contract Amount at Award	f. Date Awarded g. Date of Contract h. Contract Duration i. Date Started j. Date Completed
			Description	%		

Submitted by:

(Signature above Printed Name)

Designation:

Date:

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]

Omnibus Sworn Statement (Revised)
[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]

NET FINANCIAL CONTRACTING CAPACITY

- A. Summary of the Supplier's/Distributor's/Manufacturer 's assets and liabilities based on the attached latest Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year, as applicable.

Particulars	Value
Current Assets	
Current Liabilities	
Outstanding Value of the Contract	

- 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 value under ongoing contracts including awarded contracts yet to be started

NFCC Php_____

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

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

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price cif port of entry (specify port) or cip named place (specify border point or place of destination)	Total cif or cip price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

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 and Purpose of Commission or gratuity
---------------------------	----------------------------------------------

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

CERTIFICATION AND UNDERTAKING

I, [Name of Authorized Representative], of legal age, Filipino, with residence at [Address], in my capacity as the duly authorized representative of [Name of Bidder] (the "Bidder"), after having been duly sworn in accordance with law, do hereby depose and state:

1. That I am the authorized representative of the Bidder for the project [Name of Project] (the "Project") and as such, I am fully authorized to make this Certification and Undertaking for and on behalf of the Bidder;
2. That I hereby certify and confirm that I have either attended the Pre-Bid Conference conducted for the Project or have duly watched the recorded video thereof, and that I have been given the opportunity to raise and clarify any concerns, issues, or inquiries regarding the bidding documents, instructions, and project requirements during the said Pre-Bid Conference or within the period allowed before the submission and opening of bids;
3. That I further certify and confirm that I have thoroughly reviewed and understood the bidding documents, including all the terms, conditions, and requirements stated therein, and that the Bidder, through its undersigned representative, has no further comments, objections, or reservations regarding the said project requirements;
4. That I undertake and affirm that the Bidder acknowledges the completeness and sufficiency of the bidding documents, and accepts all the terms, conditions, and requirements thereof as binding upon the Bidder;
5. That I execute this Certification and Undertaking freely and voluntarily, with full knowledge and understanding of the legal consequences thereof, for the purpose of complying with the requirements of the procuring entity for the submission of bids in accordance with the provisions of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2024, at _____, Philippines.

[Name of Authorized Representative]

[Position]

[Name of Bidder]

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, at _____, Philippines, affiant exhibiting to me his/her [ID Details of Authorized Representative].

NOTARY PUBLIC

Doc. No. ____

Page No. ____

Book No. ____
Series of 2024.

