



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

PHILIPPINE BIDDING DOCUMENTS

Courier Service for the Delivery/Hauling of Equipment, Parts, Materials & Other Accessories Including Documents of Different CNS, MET, and Electromechanical Facilities

BID NO. 25-32-05 BRAVO

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	36

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 THE COURIER SERVICE FOR THE DELIVERY/HAULING OF EQUIPMENT, PARTS, MATERIALS & OTHER ACCESSORIES INCLUDING DOCUMENTS OF DIFFERENT CNS, MET, AND ELECTROMECHANICAL FACILITIES

1. The **Civil Aviation Authority of the Philippines (CAAP)**, through the CAAP Corporate Operating Budget for FY2025 intends to apply the sum of **One Million Six Hundred Thirty-Two Thousand Eighth Hundred Pesos (Php1,632,800.00)** being the ABC to payments under the contract for Bid No. 25-32-05 Bravo. 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 Services is required for a **period of one (1) year or until the contracted amount is consumed, whichever comes first, upon issuance of Notice to Proceed**. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **BAC Secretariat of CAAP, MIA Road, Pasay City** and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 pm**, Monday to Friday except declared holidays and suspension of work.
5. 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.

6. Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
7. A complete set of Bidding Documents may be acquired by interested Bidders on **23 May 2025 until deadline of submission of bid** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00 (exclusive of any and all taxes imposed by relevant and government agencies)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email.
8. The CAAP will hold a Pre-Bid Conference on **May 30, 2025 @ 9:30 AM** through video conferencing or webcasting via Google Meet application, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for the Google Meet link.
9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 11, 2025 @ 9:30 AM**. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
11. Bid opening shall be on **June 11, 2025 @ 9:30 AM** at the given address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. The CAAP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat

3rd Floor Supply, Procurement Building

Civil Aviation Authority of the Philippines

MIA Road, Pasay City, Metro Manila 1300

Tel. No. (02) 8246-4988 loc. 2236

Website: www.bac@caap.gov.ph

14. You may visit the following websites:
For downloading of Bidding Documents: <https://www.philgeps.gov.ph>
<https://www.caap.gov.ph>

ATTY. DANJUN G. LUCAS

Chairperson, Bids and Awards Committee - Bravo

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CAAP wishes to receive Bids for the **Courier Service for the Delivery/Hauling of Equipment, Parts, Materials & Other Accessories Including Documents of Different CNS, MET, and Electromechanical Facilities** with identification number **Bid No. 25-32-05 Bravo**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2025 in the amount of **Php1,632,800.00**.

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. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within seven (7) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be

authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.
- c. For a single year Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under **Clause 12.1** shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos (Php).

14. Bid Security

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

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is

corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <i>Supply Services for Hauling, Shipping, Delivery or Courier of Goods Nationwide; and</i> completed within seven (7) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10.1	<p>Bidders are required to include in the following in the technical documents:</p> <ol style="list-style-type: none"> Certificate of Registration and Accreditation as Courier Service Provider from Department of Information and Communication Technology.
12	The price of the Goods shall be quoted DDP CAAP, MIA Road, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than Php32,656.00 which is equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than Php81,640.00 which is equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
15	<p>Each page thereof is initialed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents are properly marked with index tabs (ear tabs) and sequentially paginated in accurate order in the form i.e., "page 3 of 100".</p> <p>Pagination is sequential throughout the documents inside the envelope.</p> <p>Each bidder shall submit one copy of the first and second components of its Bid.</p>
19.4	The Project having several items shall be awarded as one contract as specified in the schedule of requirements.

20.2	<p>For purposes of Post-qualification, the following document(s) shall be required:</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. 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: <ol style="list-style-type: none"> a. corresponding Sales Invoice/s; b. Official Receipt/Cash Receipt/Collection Receipt; or c. Certificate of Completion/ Certificate of Acceptance; 5. Proof and other evidence of the bidder's statement of compliance with technical specifications, as required under Section VII. Technical Specifications; 6. In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the updated documents during the post-qualification stage; and <p>NOTE: Documents submitted during post-qualification as part of the post qualification documents must be certified by the authorized representative to be true copy/ies of the original.</p> <ol style="list-style-type: none"> 7. Per CAAP Memorandum dated 17 September 2018 re: Disqualification of Prospective Bidders with Pending Case against the Government in the procurement activities of the CAAP, all prospective bidders shall be required to submit the ff: <ol style="list-style-type: none"> a. A Certification under oath attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements for bidders as prescribed under the Revised Implementing Rules and Regulations (Revised IRR) of RA 9184; and b. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority.
21.0	No further instructions.

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 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 this Contract are delivered at Civil Aviation Authority of the Philippines Air Navigation Facilities and Airports enumerated at Section VII-Technical Specifications, Table 1. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are Florian S. Atienza, Acting Department Manager III, ANOD; ANS Field Office Chief or ANS Facility In- Charge of Air Navigation Facility concerned.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site delivery. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

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

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.1	<p>Payments shall be made on a monthly basis upon issuance of Certificate of Physical Inspection by the receiving office/ facility chief or Facility In- charge.</p> <p>The Service Provider's request (s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the services performed.</p>
2.2	Full payment upon completion and acceptance of the end-user.
4	The inspections and tests that will be conducted is Physical Inspection of parts, materials, accessories and documents included in the delivery.

Section VI. Schedule of Requirements

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
1.	Courier Service for the Delivery/Hauling of Equipment, Parts, Materials & Other Accessories Including Documents of Different CNS, MET, and Electromechanical Facilities	1	1 lot	Three Hundred Sixty Five (365) calendar days

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1.0	<p>Courier services for the delivery and hauling of equipment, parts, materials, and other accessories including documents of different CNS, Met and electromechanical facilities nationwide until the approved budget is consumed.</p>	
2.0	<p>Delivery shall be thru air freight services unless the cargoes are allowed via sea freight services only</p>	

3.0	The mode of cargo handling/ hauling services shall be from CAAP- ANS Central Office to Airports/ Air Navigational Facilities and vice versa	
4.0	All parts, materials and accessories to be delivered are considered as priority cargoes, unless indicated as non-priority.	
5.0	The rate of courier services shall not be subject to change for the whole duration of the contract.	
6.0	All rates shall be inclusive of insurance, valuation charges, taxes and other applicable fees.	

COURIER SERVICE FOR THE DELIVERY AND HAULING OF PARTS, MATERIALS AND OTHER ACCESSORIES INCLUDING DOCUMENTS OF DIFFERENT CNS, MET AND ELECTROMECHANICAL FACILITIES

OBJECTIVE

The objectives of the procurement of private courier services are as follows:

- . To provide a speedy and efficient delivery of equipment, parts, materials and other accessories including documents of different CNS, Met and electromechanical facilities of CAAP.
- A. To ensure equipment, parts, materials, accessories and documents of CNS, Met and electromechanical facilities are delivered safely.

II. COVERAGE

The coverage of the service of the Courier Service Provider (CSP) for Civil Aviation Authority of the Philippines (CAAP) includes pick- up, sorting, delivery and hauling of parts, materials and other accessories including documents of CNS, Met and electromechanical equipment from central office to various airports and air navigational facilities and vice versa listed below:

Table 1: *Name of CAAP Offices/ Airports/ ANFs and its addresses*

No.	Office/ Airport/ ANF	Address
LUZON		
1	Air Navigation Service- Operations Department	CAAP, Old Mia road, Pasay City
2	Tagaytay Radar ANF	CAAP, Brgy. Neogan, Tagaytay City
3	Laoag International Airport	Laoag City, Ilocos Norte
4	San Fernando Airport	Brgy. Poro, San Fernando, La Union
5	Vigan Airport	Brgy. Mindoro, Vigan City
6	Baguio (Loakan) Airport	Loakan, Baguio City
7	Tuguegarao Airport	Tuguegarao, Cagayan
8	Basco Airport	Basco, Batanes
9	Cauayan Airport	Cauayan City, Isabela
10	Aparri Radar ANF	Catotoran Norte, Camalaniugan, Cagayan
11	Clark International Airport	Clark Freeport Zone, Mabalacat, Pampanga
12	Jomalig ANF	Jomalig, Quezon
13	Romblon Airport	Brgy. Tugdan, Alcantara, Tablas Island, Romblon
14	Marinduque Airport	Gasan, Marinduque
15	Plaridel Airport	Plaridel, Bulacan
16	Cabanatuan ANF	Cabanatuan, Nueva Ecija
17	Subic Airport	Subic Bay Olongapo City, Zambales
18	San Jose Airport	San Jose, Occidental, Mindoro
19	Puerto Princesa International Airport	Puerto Princesa City, Palawan
20	Palawan Radar/ RCAG	Sitio Sabsaban, Brgy. Tabon, Quezon, Palawan
21	Francisco B. Reyes Airport	Busuanga, Coron, Palawan
22	Bicol International Airport	Brgy. Aloba, Daraga, Albay

23	Naga Airport	San Jose, Pili, Camarines Sur
24	Moises R. Espinosa Airport	Masbate City, Masbate
25	Virac Airport	Virac, Catanduanes
VISAYAS		
1	Iloilo International Airport	Brgy. Duyan- duyan, Gaub, Cabatuan, Iloilo
2	New Bacolod- Silay International Airport	Silay City, Negros Occidental
3	Kalibo International Airport	Kalibo, Aklan
4	Caticlan Airport	Malay, Aklan
5	Roxas Airport	Roxas City, Aklan
6	Antique Airport	Funa Dalipe, San Jose De Buenavista. Antique
7	Mactan- Cebu International Airport	Lapu- lapu City, Cebu
8	Dumaguete- Sibulan Airport	Sibulan, Negros Oriental
9	Panglao International Airport	Tawala, Panglao, Bohol
10	Daniel Romualdez Airport	San Jose, Tacloban City, Leyte
11	Calbayog Airport	Calbayog City, Samar
12	Catarman Airport	Brgy. Dalakit, Catarman, Northern Samar
13	Catbalogan Airport	Brgy. Buri, Catbalogan City
MINDANAO		
1	Zamboanga International Airport	Zamboanga City, Zamboanga Del Sur
2	Dipolog Airport	Dipolog City, Zamboanga Del Norte
3	Jolo International Airport	Bus- bus, Jolo, Sulu
4	Sanga- sanga Airport	Bangao, Tawi- tawi
5	Pagadian Airport	Pagadian City, Zamboanga Del Sur
6	Laguindingan Airport	Laguindingan, Misamis Oriental
7	Ozamis Airport	Ozamis City, Misamis Occidental

8	Francisco Bangoy International Airport	Davao City, Davao Del Sur
9	General Santos International Airport	General Santos City, South Cotabato
10	Cotabato Airport	Datu Odin Sinsuat, Maguindanao
11	Butuan Airport	Bancasi, Butuan City, Agusan Del Norte
12	Surigao Airport	Luna, Surigao City, Surigao Del Norte
13	Siargao Airport	Sayak Del Carmen, Surigao Del Norte
15	Tandag Airport	Tandag, Surigao Del Sur

III. PERIOD OF CONTRACT

- A. The contract shall be for a period of *three- hundred sixty- five (365) days* from the issuance of Notice to Proceed or *until the approved budget is consumed*, whichever comes first.
- B. The contract may be terminated for any valid cause, provided a written notice is served at least thirty (30) calendar days prior to the termination of the contract.

IV. SCOPE OF SERVICES AND REQUIREMENTS

The Courier Service Provider (CSP) shall provide the following service and requirements:

- A. CSP shall have at least five (5) years of experience in providing courier and hauling services nationwide.
- B. CSP shall provide nationwide coverage for its service.
- C. CSP shall perform the following service:
 - i. Within the day from notification, pick- up of all equipment, parts, materials, accessories and documents from Mondays to Fridays, except Saturdays, Sundays and holidays. In the event of work suspensions within the day, CSP shall pick- up the goods on the next working day.
 - ii. Pick- up and delivery of goods shall be made on the above location of various airports/ air navigation facilities.
 - iii. All equipment, parts, materials, accessories and documents to be delivered are considered as priority cargoes, unless indicated as non- priority.
 - iv. Submit proof of service/ delivery or courier's tracking document to the originating airport/ ANF within three (3) working days from the date of delivery with the following information:
 - a. Printed full name and signature of the addressee or the person who received the goods;
 - b. Relationship/ designation/ position to the addressee;
 - c. Date and time of receipt;
 - d. Name of courier personnel who delivered;

- e. Number of delivery attempts and/or reason for non- delivery.
- D. CSP shall ensure the protection of all goods from loss, damage or destruction from time of pick- up from the originating airport/ ANF until the same are delivered to the intended addressee. For this purpose, the following rules shall apply in case the loss, damage, misdelivery and/ or impossibility of return of proof of service, to wit:
 - i. In case the proof of service/ delivery loss/ damage or cannot be returned within the prescribed period, the CSP shall automatically and immediately issue the corresponding Certificate of Disposition or Certified Delivery Receipt within three (3) working days from the date of loss, damage or absence, and submit the same together with the duly notarized Affidavit of Loss to the originating airport/ ANF.
 - ii. In case the part, materials, accessories and document was lost, damaged or misdelivered, the CSP shall immediately report the same to the originating airport/ ANF within twenty- four (24) hours from the occurrence of loss, damage or misdelivery. A notarized Affidavit of Loss shall be submitted by the CSP within three (3) working days from the date of incident and that the cost of redelivery shall be waived. The same part, materials and accessories shall be replaced by the CSP without cost to CAAP. The habitual and unreasonable loss, damage or misdelivery of goods, as determined by CAAP, shall be a ground for termination of the contract.
- E. CSP shall exhaust three (3) delivery attempts and shall undelivered items after three (3) unsuccessful delivery attempts. In such case, CSP shall inform and return the undelivered items to the originating airport/ ANF within three (3) working days for NCR and Luzon Area, and five (5) working days for Visayas and Mindanao Area, from the last unsuccessful delivery attempt.
- F. CSP shall provide online facility or system for onsite processing, monitoring, and tracking of all items.
- G. CSP shall provide technical and operational support and services, and official website/ platform, customer service contact number, email, and other social media accounts capable of receiving requests and queries.
- H. CSP must guarantee an uninterrupted service, except for fortuitous events and acts of nature.
- I. CSP shall, at all times, observe strict confidentiality and shall not disclose information or materials which comes into its possession and shall not use the same in any matter or purpose.
- J. CSP shall monitor and track the delivery/ service of all items. For this purpose, the CSP shall observe the following rules on service, to wit:
 - i. Service shall be made by delivering personally the parts, materials, accessories and documents to the addressee or his/ her authorized representative present at the address.
 - ii. In the absence or unavailability of the addressee or his/ her authorized representative, service may be effected by leaving the items with a person at least eighteen (18) years of age and of sufficient discretion holding office therein.

V. CONTRACT PRICE

- A. The Approved Budget for the Contract (ABC) of the ***Courier Service for the Delivery/Hauling of Equipment, Parts, Materials & Other Accessories Including Documents of Different CNS, MET, and Electromechanical Facilities*** is ***One Million Six Hundred Thirty Two Thousand Eighth Hundred Pesos (Php1,632,800.00)***.
- B. Bidders shall submit their bids on a piece and estimated number of items reflected on the attached Bid Form.
- C. In case the contracted amount is already consumed before the contract period reached, the contract is automatically terminated.
- D. The CSP shall not impose a minimum volume per transaction to be charged per month.

VI. TERMS OF PAYMENT

- A. The CSP shall provide a monthly billing statement or Statement of Account (SOA) to CAAP, which shall be based on the actual number of delivery services.
- B. Payment shall be in accordance with prevailing accounting and auditing rules and regulations.

VII. LIQUIDATED DAMAGES

- A. In case of delayed delivery of performance of services, CAAP shall have the right to impose liquidated damages in an amount equivalent to 1/10th or 1% of the cost of delivery charge for every day of delay, collectible from any money due or which may become due, or in the absence of insufficiency thereof, from the posted performance security, at the option of CAAP.
- B. The computation of liquidated damages shall be reckoned on the date stated in the agreed delivery schedule. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, CAAP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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.

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:

to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

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

[illegible]

Legal Capacity: _____

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

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

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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.