

#### **PUERTO PRINCESA INTERNATIONAL AIRPORT**

## PHILIPPINE BIDDING DOCUMENTS

# PROCUREMENT OF NEW FLIGHT INFORMATION DISPLAY SYSTEM AT PUERTO PRINCESA INTERNATIONAL AIRPORT

(Identification Number: 25-06-06)

**Government of the Republic of the Philippines** 

10 June 2025

#### **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:

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.

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.

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.

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.

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.

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.

### 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.

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## Section I. Invitation

#### INVITATION TO BID FOR THE

## PROCUREMENT OF NEW FLIGHT INFORMATION DISPLAY SYSTEM AT PUERTO PRINCESA INTERNATIONAL AIRPORT

#### 25-06-06 (Identification Number)

Item	Description	Approved Budget for the Contract (ABC)	Cost of Bid Documents
1	Provision of New Flight Information Display System at Puerto Princesa International Airport	PhP11,000,000.00	PhP25,000.00

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

- 2. The CAAP Area Center IV PPIA now invites bids for the above Procurement Project. Delivery of the Goods is required within One Hundred Twenty (120) calendar days and upon the receipt of the Notice to Proceed (NTP). Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

- 4. Prospective bidders may obtain further information from the office of the BAC Secretariat of CAAP-PPIA, National Highway, Brgy. San Miguel, Puerto Princesa City, and inspect the Bidding Documents at the address given below during office hours from Monday to Friday 8:00 am to 5:00 pm, except for holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on June 10, 2025 until deadline of submission of bid from given address and website(s) below and upon payment of the applicable fee of Twenty-Five Thousand Pesos Only (PhP25,000.00) for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount stipulated below, exclusive of additional 12% VAT. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person or by sending it to the email address given below.
- The CAAP Area Center IV PPIA will hold a Pre-Bid Conference on June 18, 2025 02:00 p.m. onwards at CAAP-PPIA Conference Room, Engineering Building, Brgy. San Miguel, Puerto Princesa City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address as indicated below, on or before **June 30, 2025, at 02:00 p.m.**, **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 **June 30**, **2025**, **02:00 p.m. onwards** at **CAAP-PPIA Conference Room**, **Engineering Building**, **Brgy. San Miguel**, **Puerto Princesa City.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **CAAP Area Center IV PPIA** shall resolve cases involving a tie by a toss coin.
- 11. Each Bidder shall submit **one original** and **one copy** of the **first** and **second components** of its bid. **Two-envelope system**.
- 12. Eligible bidders are encouraged to conduct **site inspection** of the abovementioned project.
- 13. The **CAAP Area Center IV PPIA** 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.

#### 14. For further information, please refer to:

#### JELYN B. GABUCO

Head BAC Secretariat

Civil Aviation Authority of the Philippines- Area Center IV, Puerto Princesa International Airport Office (CAAP-Area Center IV, PPIA)

Admin. Building,

National Highway, Brgy. San Miguel

Puerto Princesa City, 5300, Palawan

Telephone Number - (048) 433-4965

bac\_area4@caap.gov.ph

15. You may visit the following websites:

For downloading of Bidding Documents: 1) https://www.philgeps.gov.ph 2) https://www.caap.gov.ph

Issued on the 10th day of June, 2025.

**ATTY. MARK ANTHONY D. GARRAEZ** 

Chairperson, Bids and Awards Committee CAAP Area Center IV - PPIA

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, CIVIL AVIATION AUTHORITY OF THE PHILIPPINES, AREA CENTER IV - PUERTO PRINCESA INTERNATIONAL AIRPORT wishes to receive Bids for the PROCUREMENT OF NEW FLIGHT INFORMATION DISPLAY SYSTEM AT PUERTO PRINCESA INTERNATIONAL AIRPORT with Identification Number 25-06-06.

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 **ELEVEN MILLION PESOS & 00/100 ONLY (PHP11,000,000.00)**.
- 2.2. The source of funding is the proposed Corporate Operating Budget.

#### 3. Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate

#### pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a) For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

For this purpose, the similar contract mentioned above must have been completed within the period specified in the Invitation to Bid.

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 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/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 from the date of **Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

Each Bidder shall submit **one copy** of the **first** and **second** components of its Bid. **Two envelope** system.

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

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.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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	For this purpose, contracts similar to the Project shall be:
	a. Supply, Delivery and Installation of Flight Information Display System, or ICT Systems and Structured Cabling Infrastructure
	<ul> <li>Bidders should have completed, within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Sub-contracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>Civil Aviation Authority of the Philippines</i> for <i>Puerto Princesa International Airport</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than PhP220,000.00 [or the amount equivalent to two percent (2%) of the total ABC of the lot/s], 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 PhP550,000.00 [the amount equivalent to five percent (5%) of the total ABC of the lot/s], if bid security is in Surety Bond.
15	Each Bidder shall submit <b>one original</b> and <b>one copy</b> of the <b>first</b> and <b>second</b> components of its Bid. <b>Two-envelope system</b> .
16.1	The Bidders shall submit on the specified date and time and at its physical address as indicated in paragraph 7 of the <b>IB.</b>
19.2	Partial Bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.3	The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
	The Approved Budget for the Contract (ABC) is <b>ELEVEN MILLION PESOS &amp; 00/100 ONLY (PHP11,000,000.00)</b> .
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.

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to

be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2The 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	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered to Civil Aviation Authority of the Philippines – Puerto Princesa International Airport. In accordance with INCOTERMS."  "The delivery terms applicable to this Contract are delivered to Civil Aviation Authority of the Philippines – Puerto Princesa International Airport, Puerto Princesa City, Palawan. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their
	final destination."  Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause, the Procuring Entity's Representative at the Project Site is <b>Ms. Ravilyn H. Magbanua (End-User)</b> .
	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. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	b. 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
	c. 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.

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:

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

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one hundred (100) calendar days** of placing the order.

#### Packaging -

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

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

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

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

Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

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

Where the Supplier is required under 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.

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.

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 Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### **Intellectual Property Rights -**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2.1 No further instruction.
- 2.2 The terms of payment shall be as follows:
  - Payment shall be done upon completion/full delivery of the project/items.
- 4 Inspection shall be conducted by CAAP Puerto Princesa International Airport Inspection Committee/ ATIAC, Supply Officer / End-User.

The Inspections and Tests that will be covered are the following:

Comprehensive full system integration testing will be conducted over a period of seven days to rigorously validate the seamless interoperability of all system components and to ensure full compliance with the stated functional and non-functional requirements, as well as relevant technical specifications and any applicable regulatory or organizational standards such as but not limited to:

#### **FIDS Software Features**

• The system must have the capability to run in both Windows and Linux.

- The system must have the capability to support web-browser technology on FIDS monitors, thereby eliminating unresponsive and hanging monitors due to mini-pc client
- The system must have the capability to allow and manage airline and location information, without any limitation on the number of records.
- The system must have the capability to add, edit and delete flights for both departure and arrival flights
- The system must have the capability to update flights base on standard process of changing the status of the flights in Departure and Arrival. (e.g "Check-in Open" to "Check-in Closed" to "Now Boarding" to "Gate Closed" to "Departed").
- The flights in the system can be set to "Departed, Delayed and Cancelled" status in Departure flights and "Delayed and Cancelled" status for Arrival flights.
- The system must have the capability to copy today's entire flight schedule to another day, week or the same day next week.
- The system must have the capability to import flights for both departure and arrival flights from csv files. The system can detect if there's an existing flight and alert the user for possible duplicates and inconsistencies.
- The system has a dashboard for monitoring of all the display monitors. The admin of the system can set the status and some advertisements in the monitor whether if the monitor is in "idle" mode. The admin can also monitor if the display monitor is in-use of displaying flights or not.
- The system is capable of streaming videos and providing short messages for all the passengers to see and watch while waiting for their flights.
- The display for the system has an individual setup for displays such as for Departure, Arrivals, Baggage Claim, Boarding Gate and Check-In Counters. The display for each display monitors can be individually controlled by the end-user.
- The display is interactive, responsive and can be displayed in any monitor size.
- The system is capable of configuring the styles, colors, text, and images of each display type, including but not limited to flight status, flight details and location details just by accessing the settings menu.
- The system is capable generating business intelligence reports both for Departure and Arrival Flights with custom groups, filters and sorts. The reports can be exported to .csv and .pdf file.
- The system can add, edit and remove users for the system. Each user has a level of access rights and their level of access will depend on what the user can access in the server of the system.
- The system is capable of displaying languages for five languages: English, Japanese, Korean, Mandarin and Malaysian. The system is

- also capable of adding, editing and removing words in all the mentioned languages.
- The system is capable of adding, edit and removing locations within the country and outside the country. The admin can set location codes for every location, configure the location name and set their statuses if the location is still active in the airport or not.
- The system is capable of having thirteen (13) different themes for the styles of display. Each theme has different styles for the display. The changing of theme for the display is real-time and does not delay when it comes and displaying flight information.
- The system is capable of configuring user preferences such as:
  - Number of seconds for auto-refresh of flight summary
  - Number of minutes to auto-close a check-in counter
  - Number of flights to display per page
  - Number of minutes before removing a departed flight from the display
  - Number of minutes before removing a flight that arrived from display
  - Ability to highlight a status by blinking
  - Ability to change the name of a flight status
- The system has audit log for security purposes. This module logs all the activities performed in the system.
- The system has a session time that auto-logout the user once the system detected inactivity within and after the set session time for the system.
- The system is capable of giving third party features like weather integration, RSS feed once connected in the internet.

#### **Warranty And Support Coverage**

- The warranty should be 1 year inclusive of replacement of parts & equipment for:
  - o FIDS LED Monitors
  - FIDS Server
  - Structured Network Cabling
- The warranty should be 1 year for the FIDS system:
  - Technical and Helpdesk Support
  - Onsite Visit (max of 4) for any errors that cannot be resolved remotely
  - Quarterly Onsite Preventive Maintenance

#### **Training**

- The contractor should provide in-house training upon implementation of the system to the personnel in-charge
  - Contractor should provide documentation upon completion of the project

- Contractor should turn-over all documentations (i.e. Manuals, Designs, Keys, Passwords, etc.) to the end-user before acceptance
- Technical training shall be conducted to both end-user and system administrator

## 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 (Code)	Description	Quantit y	Total	Delivered, Weeks/ Months
3208- 1060305 0	PROCUREMENT OF NEW FLIGHT INFORMATION DISPLAY SYSTEM AT PUERTO PRINCESA INTERNATIONAL AIRPORT 25-06-06 (Identification Number)	1 LOT	PhP11,000,000.00	120 Calendar Days upon receipt of the NTP.
	l. Materials			
License/s	FIDS Software	1		
Unit/s	FIDS Server with Antivirus	1		
Unit/s	Workstation with Antivirus	2		
Unit/s	Gigabit Network Switch	1		
Lot	Patch Cable	1		
Set/s	32" Full HD LED Display Monitor	15		
Set/s	(Counter 1-15) Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200 Modified Monitor Mount with Quick Release 32 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits 32" Full HD LED Display Monitor (Counter 0 and Counter 16) Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200 Modified Monitor Mount with Quick Release	2		
Set/s	32 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits 32" Fabricated Hanging Bracket and Monitor Mount 49" Full HD LED Display Monitor Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200	13		

	T	1		
	Modified Monitor Mount with			
	Quick Release			
	49 Inch, WebOS 6.0, Built-in			
Set/s	Speaker, Brightness 400 Nits	2		
5003	, ,			
	49" Full HD LED Display Monitor			
	(Outdoor Departure)			
	Specifications:			
	Industrial Grade, 24 Operating			
	Hours, Vesa 200x200			
	Modified Monitor Mount with			
	Quick Release			
	49 Inch, WebOS 6.0, Built-in			
	Speaker, Brightness 400 Nits			
	_			
C - + / -	49" Fabricated Hanging Bracket	2		
Set/s	and Monitor Mount	2		
	49" Full HD LED Display Monitor			
	(Outdoor Arrival)			
	Specifications:			
	Industrial Grade, 24 Operating			
	Hours, Vesa 200x200			
	Modified Monitor Mount with			
	Quick Release			
	49 Inch, WebOS 6.0, Built-in			
	Speaker, Brightness 400 Nits			
	49" Fabricated Hanging Bracket			
Set/s	and Monitor Mount	1		
	55" Full HD LED Display Monitor			
	(Pre-departure area)			
	Specifications:			
	Industrial Grade, 24 Operating			
	Hours, Vesa 200x200			
	Modified Monitor Mount with			
	Quick Release			
	55 Inch, WebOS 6.0, Built-in			
	Speaker, Brightness 400 Nits	_		
Piece/s	With Fabricated Wall-Mount	5		
Piece/s	Breaker (One Pole, Stand Alone)	1		
Piece/s	Breaker (GE,15A)	22		
Piece/s	RJ45 Connectors	22		
Piece/s	Rubber Boot	3		
Piece/s	Extension Outlet 3 Gang	5		
	Terminal Block 3 Channel w/ Cover			
Box/es	per pair	4		
Box/es	UTP Cable CAT 6 (305 meters)	1		
Box/es	# 10 Stranded Wire (Red,305	1		
Box/es	meters)	1		
	· · · · · · · · · · · · · · · · · · ·	<u> </u>	I .	İ

Piece/s	# 10 Stranded Wire (Black,305	24
Piece/s	meters)	107
Piece/s	# 12 Stranded Wire (Green, 305	22
Piece/s	meters)	4
Piece/s	IMC w/ Coupling 1"	60
Piece/s	IMC w/ Coupling 3/4"	60
Piece/s	Square Box 4"x11/16"	22
Piece/s	Pull Box 4"x 4" x 4"	85
Piece/s	Anchor Grip 3/8"	20
Piece/s	Beam Clamp for Threaded Rod 3/8"	50
Roll/s	Threaded Rod 3/8"	5
Piece/s	Unistrut Channel (Standard)	100
Piece/s	Unistrut Clamp 1"	20
Piece/s	Unistrut Clamp 3/4"	8
Piece/s	Flexible Metal 3/4"	50
Piece/s	Nuts 3/8"	130
Piece/s	BX Connector 3/4"	130
Piece/s	Cutting Disc 4"	35
Lot	Zinc Locknut 1"	1
Lot	Zinc Locknut 3/4"	1
Lot	Washer 3/8"	1
	Utility Box 4"x 2"	
	Repair Material for Dry Wall	
	Repair Material for Paint	
Lot	Other Materials, Accessories and	
	Consumables	
	II. Labor	
	Labor and Installation:	1
	- FIDS System	
	FIDS Software License with	
	Business Intelligence Dashboard	
	FIDS High Availability Server with	
	Antivirus	
	Workstation with Antivirus	
	Gigabit Network Switch	
Lot	Installation, Setup, Configuration,	
Lot	Testing and Deployment of FIDS	
	Training and Knowledge Transfer	
	Documentation (User and Admin	
	Guides)	
		1
	Labor and Installation:	
	- FIDS Network and Infrastructure	
	Fabricated Hanging Bracket and	
	Monitor Mount	
	Structured Network Cabling	

<ul> <li>FIDS Monitor         Removal of old 31 FIDS monitors         Installation of new 35 FIDS monitors         Configuration, setup, testing and integration of FIDS Monitors     </li> <li>As Built Plan - Signed and Sealed by PECE</li> </ul>		
1 YEAR WARRANTY  XXXXXX		

I hereby verify to comply with all the above requirements.			
Signature over the printed name of the authorized representative			
Company name			
 Date			

# Section VII. Technical Specifications

# **Technical Specifications**

Item (Code)	Specification	Statement of Compliance
(Code)		•
		[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
		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
		Sittle daring 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.]

208- 0603 50	PROCUREMENT OF NEW FLIGHT INFORMATION DISPLAY SYSTEM AT PUERTO PRINCESA INTERNATIONAL AIRPORT 25-06-06 (Identification Number)	Statement of Compliance
	1 license FIDS Software	
	1 unit FIDS Server with Antivirus	
	2 units Workstation with Antivirus	
	1 unit Gigabit Network Switch	
	1 lot Patch Cable	
	15 sets 32" Full HD LED Display Monitor (Counter 1- 15) Specifications: Industrial Grade, 24 Operating Hours, Vesa	
	200x200 Modified Monitor Mount with Quick Release 32 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits	
	2 sets 32" Full HD LED Display Monitor (Counter 0 and Counter 16)  Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200  Modified Monitor Mount with Quick Release 32 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits 32" Fabricated Hanging Bracket and Monitor Mount	
	13 sets 49" Full HD LED Display Monitor Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200 Modified Monitor Mount with Quick Release 49 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits	
	2 sets 49" Full HD LED Display Monitor (Outdoor Departure)  Specifications: Industrial Grade, 24 Operating Hours, Vesa 200x200  Modified Monitor Mount with Quick Release 49 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits 49" Fabricated Hanging Bracket and Monitor Mount	

2 sets 49" Full HD LED Display Monitor (Outdoor	
Arrival)	
Specifications:	
Industrial Grade, 24 Operating Hours, Vesa	
200x200	
Modified Monitor Mount with Quick Release	
49 Inch, WebOS 6.0, Built-in Speaker, Brightness 400 Nits	
49" Fabricated Hanging Bracket and Monitor Mount	
1 set 55" Full HD LED Display Monitor (Pre-	
departure area)	
Specifications:	
Industrial Grade, 24 Operating Hours, Vesa	
200x200	
Modified Monitor Mount with Quick Release	
55 Inch, WebOS 6.0, Built-in Speaker, Brightness	
400 Nits With Fabricated Wall-Mount	
5 pieces Breaker (One Pole, Stand Alone)	
1 piece Breaker (GE,15A)	
22 pieces RJ45 Connectors	
22 pieces Rubber Boot	
3 pieces Extension Outlet 3 Gang	
5 pieces Terminal Block 3 Channel w/ Cover per pair	
4 boxes UTP Cable CAT 6 (305 meters)	
1 box # 10 Stranded Wire (Red,305 meters)	
1 box # 10 Stranded Wire (Black,305 meters)	
1 box # 12 Stranded Wire (Green, 305 meters)	
24 pieces IMC w/ Coupling 1"	
107 pieces IMC w/ Coupling 3/4"	
22 pieces Square Box 4"x11/16"	
4 pieces Pull Box 4"x 4" x 4"	
60 pieces Anchor Grip 3/8"	
60 pieces Beam Clamp for Threaded Rod 3/8"	
22 pieces Threaded Rod 3/8"	
85 pieces Unistrut Channel (Standard)	
20 pieces Unistrut Clamp 1"	
60 pieces Beam Clamp for Threaded Rod 3/8" 22 pieces Threaded Rod 3/8" 85 pieces Unistrut Channel (Standard)	

5 rolls Flexible Metal 3/4"	
100 pieces Nuts 3/8"	
20 pieces BX Connector 3/4"	
8 pieces Cutting Disc 4"	
50 pieces Zinc Locknut 1"	
130 pieces Zinc Locknut 3/4"	
130 pieces Washer 3/8"	
35 pieces Utility Box 4"x 2"	
1 lot Repair Material for Dry Wall	
1 lot Repair Material for Paint	
1 lot Other Materials, Accessories and Consumables	
1 lot Labor and Installation: - FIDS System FIDS Software License with Business Intelligence Dashboard FIDS High Availability Server with Antivirus Workstation with Antivirus Gigabit Network Switch Installation, Setup, Configuration, Testing and Deployment of FIDS Training and Knowledge Transfer Documentation (User and Admin Guides)	
<ul> <li>1 lot Labor and Installation:         <ul> <li>FIDS Network and Infrastructure</li> <li>Fabricated Hanging Bracket and Monitor Mount</li> <li>Structured Network Cabling</li> </ul> </li> <li>FIDS Monitor         <ul> <li>Removal of old 31 FIDS monitors</li> <li>Installation of new 35 FIDS monitors</li> <li>Configuration, setup, testing and integration of</li> <li>FIDS Monitors</li> </ul> </li> <li>As Built Plan - Signed and Sealed by PECE</li> </ul>	
1 YEAR WARRANTY	

#### Supplier Qualifications:

• The prospective bidders should be PCAB accredited with Communication Facility specialty.

#### Technical Specifications:

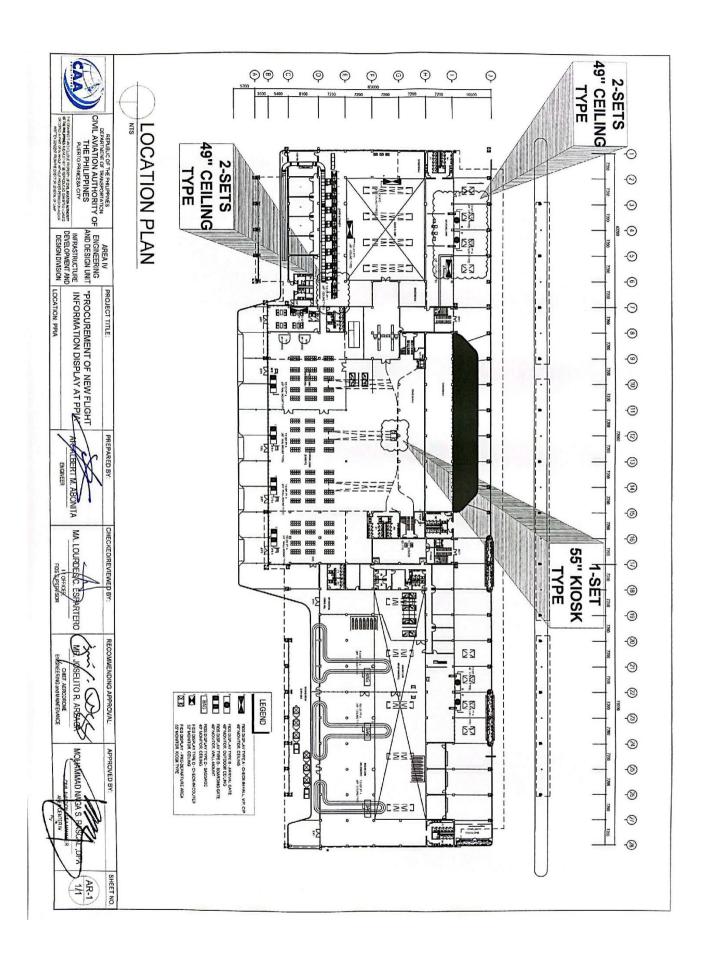
#### 1 FIDS Software

#### 1.1 FIDS System Architecture

- The system must support a Smart TV Browser-Based Architecture. That means that there is no CPU that is piggy-backed to the monitor.
- The system architecture must be in a Virtual Machine setting for added security layer and for redundancy purposes
- The system must be able to support both Windows and Linux platforms (as it is packaged in a Virtual Machine setting)

#### **1.2 FIDS Software Features**

- The system must have the capability to run in both Windows and Linux.
- The system must have the capability to support web-browser technology on FIDS monitors, thereby eliminating unresponsive and hanging monitors due to mini-pc client
- The system must have the capability to allow and manage airline and location information, without any limitation on the number of records.
- The system must have the capability to add, edit and delete flights for both departure and arrival flights.
- The system must have the capability to update flights base on standard process of changing the status of the flights in Departure and Arrival. (e.g "Check-in Open" to "Check-in Closed" to "Now Boarding" to "Gate Closed" to "Departed").
- The flights in the system can be set to "Departed, Delayed and Cancelled" status in Departure flights and "Delayed and Cancelled" status for Arrival flights.
- The system must have the capability to copy today's entire flight schedule to another day, week or the same day next week.
- The system must have the capability to import flights for both departure and arrival flights from csv files. The system can detect if there's an existing flight and alert the user for possible duplicates and inconsistencies.
- The system has a dashboard for monitoring of all the display monitors. The admin of the system can set the status and some advertisements in the monitor whether if the monitor is in "idle" mode. The admin can also monitor if the display monitor is in-use of displaying flights or not.
- The system is capable of streaming videos and providing short messages for all the passengers to see and watch while waiting for their flights.
- The display for the system has an individual setup for displays such as for Departure, Arrivals, Baggage Claim, Boarding Gate and Check-In Counters. The display for each display monitors can be individually controlled by the end-user.
- The display is interactive, responsive and can be displayed in any monitor size.



I hereby verify to comply with all the above requirements.
Signature over the printed name of the authorized representativ
Company name
Date

# Section VIII. Sample Bid Forms

# {ATTACH COMPANY LETTERHEAD/LOGO}

Statement of all its 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 Values of Outstanding Actual outstanding works Accomplishment Total value of Planned c. Contract Duration d. Date Started e. Date Completed a. Date Awarded b. Date of Contract Contract Amount at Award Contractor's Role % Nature of Work | Description (Print Name & Signature) a. Owner's Name c. Telephone No. b. Address Address of Company. Name of Contract Name of Company: Location of Project: Name of Project: Submitted by: Government Designation Private Date:

# {ATTACH COMPANY LETTERHEAD/LOGO}

Statement of single largest COMPLETED contract similar to the contract to be bid

	a. Owner's Name		Contractor's Role	ole		a. Date Awarded
Name of Contract	b. Address c. Telephone No.	Nature of Work	Description	%	Contract Amount at Award	<ul><li>b. Date of Contract</li><li>c. Contract Duration</li><li>d. Date Started</li><li>e. Date Completed</li></ul>
Submitted by:						
	(Print Name & Signature)	nature)				
Designation:						
Date:						

Name of Company: \_\_\_\_Address of Company: \_\_\_

# 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

#### [[urat]

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

#### {ATTACH COMPANY LETTERHEAD/LOGO}

#### **Schedule of Requirements**

Item Number (Code)	Description	Quantity	Total	Delivered, Weeks/ Months

I hereby verify to comply with all the above requirements.
Signature over the printed name of the authorized representative
Company name
Date

#### {ATTACH COMPANY LETTERHEAD/LOGO}

#### **Schedule of Requirements**

Item Number (Code)	Specification	Statement of Compliance

I hereby verify to comply with all the above requirements.
Signature over the printed name of the authorized representative
Company name
 Dαte

# 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, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - Carefully examining all of the Bidding Documents;
  - 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]

# AUTHORITY OF SIGNATORY (SECRETARY'S CERTIFICATE)

I, (<u>Name of the Corporate Secretary</u>), a duly elected and qualified Corporate Secretary of (<u>Name of the Bidder</u>), a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that (<u>Name of Bidder</u>) be, as it hereby is, authorized to participate in the bidding of (<u>Name of the Project</u>) by the (<u>Name of the Procuring Entity</u>); and in that if awarded the project shall enter into a contract with the (<u>Name of the Procuring Entity</u>) and in connection therewith hereby appoints (<u>Name of Representative</u>), acting as duly authorized and designated representatives of (<u>Name of the Bidder</u>), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent (<u>Name of the Bidder</u>) in the bidding as fully and effectively as the (<u>Name of the Bidder</u>) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

- a. execute a waiver of jurisdiction whereby the (*Name of the Bidder*) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine court;
- b. execute a waiver that the (*Name of the Bidder*) shall not seek and obtain writ of injunctions or prohibition or restraining order against the CAAP or any other agency in connection with this Project to prevent and restrain the bidding procedures related thereto, the negotiating and award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said this.

<del>-</del>	(Corporate Secretary)
SUBSCRIBED AND SWORN to before me this	day of, 20 affiant
exhibited to me his/her Community Tax Certificate No.	issued on
at, Philippines.	
Notary Public	

	Until 31 December 20
	PRT No.:
	lssued at:
	Issued on:
	TIN No.:
Doc. No	
Page No.:	
Book No.:	
Series of	

#### **AUTHORITY OF SIGNATORY**

#### (SPECIAL POWER OF ATTORNEY)

l,	_, President of	(Na	<u>me of the Bio</u>	dder),	a
corporation incorporated under	the laws of the	Republic	of the Phil	ippines with	its
registered office at		by virtu	e of Board	Resolution	No.
dated	, has	made,	constituted	and appoin	ıted
true and la					
do, execute and perform any and a	ll acts necessary a	and/or re	present		
in the bidding of(Name of the	Project)	as	fully and	effectively	as
corporation might do if personally and hereby confirming all that said by virtue hereof.	•	•			
IN WITNESS WHEREOF, I have her 20 at	,	and this <sub>-</sub>	date of		
Signed in the Presence of:			_		
			-		

#### **ACKNOWLEDGEMENT**

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

#### JOINT RESOLUTION

(Name of Project / Contract)  Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:  1. To appoint as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:  2. That, the parties agreed to make (Name of Particular Lead Partner) as the Lead Partner of the Joint Venture and (Name of Authorized Officer) as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation is		Whereas,	(Bidder/N	lame	of Particu	lar J	V Partner)	, duly
(Name of Particular JV Partner), duly organized and existing under the Laws of the, with main office address at, represented by herein by its, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:  (Name of Project / Contract)  (Name of Project / Contract)  Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:  1. To appoint as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:  2. That, the parties agreed to make(Name of Particular Lead Partner) as the Lead Partner of the Joint Venture and (Name of Authorized Officer) as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation is	organ	ized and existing under the Laws of	f the				with	office
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above stated project / contract in the name of the Joint Venture.						-	_	.o trie
above stated project, contract in the name of the joint venture.		above stated project, contract in	the hanne of		John Veric	ui c.	•	
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co-terminus with the final completion and turnover of the Name of Contract /								
<u>Project</u> to the agency of the government, which in this case, the (Name of Procurement Entity);			verriffielit, V	VIIICI	ı III UIIS (	.ase	, the (Ndf	ווכ טו

lame of Bidder (Lead Partner)	Name of Bidder (Member Partner)
By:	Ву:
Signature & Name of Managing Officer	By: Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position
lame of Bidder (Member Partner	Name of Bidder (Member Partner)
8y:	By:
Sy: Signature & Name of Managing Officer	By: Signature & Name of Authorized Authorized Representative
Designation / Position	Designation / Position

# Bid Form for the Procurement of Goods [shall be submitted with the Bid]

\_\_\_\_\_

#### **BID FORM**

Lot #\_\_\_ [use one (1) bid form for each lot]

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:

Purpose of Commission or gratuity

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

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

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

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

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

\_\_\_\_\_\_

#### For Goods Offered from Abroad

Name of Bidder Project ID No Page _						age of _	_	
1	2	3	4	5	6	7	8	9
Ite m	Descripti on	Coun try of origin	Quan tity	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 Delivere d Duty Unpaid (DDU)	Unit price Delivere d Duty Paid (DDP)	Total Price delivere d DDP (col 4 x 8)

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

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

#### For Goods Offered from Within the Philippines

Name of Bidder				Project ID No Pageof					
1	2	3	4	5	6	7	8	9	10
lte m	Descrip tion	Count ry of origin	Quanti ty	price EXW per item	Transporta tion and all other costs incidental to delivery, per item	other taxes payable if Contract	Incidenta l Services, if applicabl	per unit	Total Price delivere d Final Destina tion (col 9) x (col 4)

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

# Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]


#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications:
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted:

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or

the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### **Acknowledgment**

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

#### **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]
Section IX. Checklist of Technical and Financial Documents

#### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	<u>or</u>
(b)	Registration certificate from Securities and Exchange Commission (SEC),
	Department of Trade and Industry (DTI) for sole proprietorship, or
	Cooperative Development Authority (CDA) for cooperatives or its
	equivalent document,
	<u>and</u>
(c)	Mayor's or Business permit issued by the city or municipality where the
	principal place of business of the prospective bidder is located, or the
	equivalent document for Exclusive Economic Zones or Areas;
	<u>and</u>
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved
	by the Bureau of Internal Revenue (BIR).
<u>Technica</u>	<u>l Documents</u>
(e)	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; <u>and</u>
(f)	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; <b>and</b>
(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also
	a certification issued by the Insurance Commission;
	<u>or</u>
	Original copy of Notarized Bid Securing Declaration; <b>and</b>
(h)	Conformity with the Schedule of Requirements, and
(i)	Conformity with the Technical Specifications, which may include
	production/delivery schedule, manpower requirements, and/or after-
	sales/parts, if applicable; <b>and</b>
(j)	Original duly signed Omnibus Sworn Statement (OSS); <b>and</b>
	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**

	(k)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years
	(1)	from the date of bid submission; <b>and</b> The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b>
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b>
		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.
Oth	er dod	cumentary requirements under RA No. 9184 (as applicable)
	(n)	[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.
	(o)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
FINA	ANCIA	AL COMPONENT ENVELOPE
	(a) (b)	Original of duly signed and accomplished Financial Bid Form; <b>and</b> Original of duly signed and accomplished Price Schedule(s).

II.

