



BIDDING DOCUMENTS

OUTSOURCING OF SERVICES FOR CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC)

**CLARK INTERNATIONAL AIRPORT CORPORATION
CLARK FREEPORT ZONE, PAMPANGA**



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Corporate Office Building
Civil Aviation Complex
Clark Freeport Zone
Pampanga, Philippines 2023



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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..... | 9 |
| 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 | 13 |
| 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 | 14 |
| 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 | 20 |
| 1. Scope of Contract | 21 |
| 2. Advance Payment and Terms of Payment | 21 |
| 3. Performance Security | 21 |
| 4. Inspection and Tests | 21 |
| 5. Warranty | 22 |
| 6. Liability of the Supplier | 22 |
| Section V. Special Conditions of Contract | 23 |
| Section VI. Schedule of Requirements | 28 |
| Section VII. Technical Specifications | 29 |
| Section VIII. Checklist of Technical and Financial Documents | 31 |
| Section IX. Bid Forms | 35 |

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 – BangkoSentralngPilipinas.

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
OUTSOURCING OF SERVICES FOR
CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC)**

1. The **Clark International Airport Corporation(CIAC)**, through the Corporate Budget of CY 2022 intends to apply the sum of **Three Million Seven Hundred Fifteen Thousand One Hundred Fifty-Three Pesos and 40/100 (Php3,715,153.40)** being the ABC to payments under the contract **Outsourcing of Services for Clark International Airport Corporation (CIAC)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The CIAC now invites bids for the project:"**Outsourcing of Services for Clark International Airport Corporation (CIAC)**" for a period of nine (9) months. The contract duration is from April 1, 2022 to December 31, 2022. 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 the CIAC-BAC and inspect the Bidding Documents at the address given below from 8:00 am to 6:30 pm, Monday to Thursday.
5. A complete set of Bidding Documents may be acquired by interested Bidders **starting 11 February 2022 until the deadline for the Submission of Bids** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PHP5,000.00)** either thru direct deposit or bank transfer to any CIAC bank accounts. The CIAC shall allow the bidder to present its proof of payment for the bidding document fee in person or through electronic means.
6. The CIAC-BAC will hold a Pre-Bid Conference on **21 February 2022 (Monday), 2:00 p.m. through video conferencing via Zoom application which shall be open to prospective bidders**. Prospective bidders who are interested to participate in the Pre-Bid Conference shall inform the CIAC-BAC and coordinate with the BAC Secretariat through the email address provided below.

7. Bids must be duly received by the BAC Secretariat through manual submission at the **Records Management Office (RMO), Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, on or before 2:00 p.m. of 7 March 2022 (Monday)**. 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 at **2:15 p.m. of 7 March 2022 (Monday)** at the **CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone** and through video conferencing via Zoom Application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The CIAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

SHARON C. LINGAD

Office of the BAC Secretariat, Clark International Airport Corporation Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone, Philippines 2023
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E-mail Address: ciac_bacsecretariat@yahoo.com |
Web Address: <http://www.ciac.gov.ph>

12. You may visit the following websites:

PhilGEPS: www.philgeps.gov.ph
CIAC: www.ciac.gov.ph

Date of issue: 11 February 2022

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9



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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Clark International Airport Corporation wishes to receive Bids for the OUTSOURCING OF SERVICES FOR Clark International Airport Corporation.

The Procurement Project (referred to herein as "**Outsourcing of Services for Clark International Airport Corporation**") 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 through the Corporate Budget for CY 2022 in the amount of **Three Million Seven Hundred Fifteen Thousand One Hundred Fifty-Three Pesos and 40/100 (Php 3,715,153.40)**.

2.2. The source of funding is:GOCC, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- 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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The 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 through video conferencing via zoom application as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 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 and two (2) other copies 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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The CIAC-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 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 follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Outsourcing of Services; b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting is not allowed. |
| 12 | The price of the Goods shall be quoted DDP to Clark International Airport Corporation (CIAC) or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Seventy-Four Thousand Three Hundred Three Pesos and 07/100 (PHP74,303.07) 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 One Hundred Eighty-Five Thousand Seven Hundred Fifty-Seven Pesos and 49/100 (PHP185,757.67) if bid security is in Surety Bond. |
| 19.3 | Not applicable. |
| 20.1 | <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>The Bidder shall submit Certified True Copy of the following documents filed using the Electronic Filing and Payment System (EFPS):</p> <ul style="list-style-type: none"> a. INCOME TAX RETURN- refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership); and b. BUSINESS TAX RETURNS- refers to the: <ul style="list-style-type: none"> b.1 Value Added Tax Return (Monthly-BIR Form No. 2550-M; Quarterly-BIR Form No. 2550-Q); b.2 Percentage Tax Returns (BIR Form No.2551-M) covering the previous six (6) months immediately preceding the date of submission and opening of bids. <p>NOTE: Per BIR Revenue Regulations No. 3-2005:</p> |

| | |
|------|---|
| | <p>For Income Tax Returns:</p> <p>For participants already with an Annual ITR, Latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.</p> <p>For Latest Business Tax Return:</p> <p>Refers to the Value Added Tax (VAT) or Percentage tax returns covering the previous six months. For those with less than six (6) months of operations, this refers to the monthly business tax return filed to date.</p> <p>Other required Government Certificates from the following Government Agencies:</p> <ol style="list-style-type: none"> 1. Certificate of Registration with DOLE per Department Order No. 174 2. Valid Certificate of Compliance covering the period until second quarter of 2021 to be issued by the following: <ol style="list-style-type: none"> a. Social Security System (SSS); b. Home Development Mutual Fund (HDMF-Pag-IBIG); and c. PhilHealth |
| 21.1 | No additional contract documents. |

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>The Procuring Entity is Clark International Airport Corporation.</p> <p>The Funding Source is:</p> <p>Government of the Philippines (GOP) through Corporate Budget for the CY 2022 in the amount of Three Million Seven Hundred Fifteen Thousand One Hundred Fifty-Three Pesos and 40/100 (Php 3,715,153.40)</p> <p>The Procuring Entity's address for Notices is:</p> <p>IRISH C. CALAGUAS</p> <p>CIAC-BAC, Chairperson</p> <p>Thru: CIAC BAC Secretariat Office</p> <p>Clark International Airport Corporation Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone, Philippines 2023</p> <p>Telephone Nos.: [+6345] 599-2888 local 181-182 Fax Nos.: [+6345] 599-2888 local 181</p> <p>E-mail Address: ciac_bacsecretariat@yahoo.com</p> <p>Web Address: www.ciac.gov.ph</p> <p>Delivery and Documents –</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>The Procuring Entity's Representative at the Project Site is Janice D. Raymundo.</p> |
| 2.2 | <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p> <p>Payment using Letter of Credit (LC) is not allowed.</p> <p>The terms of payment is specified under Item 5 of Section VII Technical Specifications.</p> <p>Pursuant to the DOTr Department Order, no advance payment or mobilization fees shall be extended or paid to the service provider, contractor or supplier.</p> |
| 4 | Not Applicable. |

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.

| Description (Support Staff) | Dept./Office | Qty. | Delivered, Weeks/Months |
|--|---|-------------|---|
| GIS Officer | MIS/GIS | 1 | April 1, 2022 to December 31, 2022 (9 Months) |
| Collection Assistant | Treasury | 1 | |
| Encoder/ Admin. Assistant | HRD | 2 | |
| Admin. Assistant | Special Concerns | 1 | |
| Admin. Assistant | Community Relations | 1 | |
| Admin. Assistant | Safety & Environmental Management | 1 | |
| Account Specialist | Marketing | 2 | |
| Jr. Architect | Corporate Planning | 1 | |
| Programmer | MIS/GIS | 3 | August 1, 2022 to December 31, 2022 (5 Months) |
| Total | | 13 | |

Conforme:

Name and Signature of Authorized Signatory

Section VII. Technical Specifications

Technical Specifications

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

| Item | Specification | Statement of Compliance |
|----------|---|-------------------------|
| 1 | <p>The SERVICE PROVIDER shall provide various Support Services attached as "Annex B" to Clark International Airport Corporation (CIAC) located at Clark Freeport Zone, Pampanga for a period of (9) months covering April 1, 2022 to December 31, 2022, unless sooner terminated before its expiration on reasonable grounds, such as, but not limited to:</p> <ul style="list-style-type: none"> ● Unsatisfactory service and performance. ● Violation or failure to perform its obligations on any terms indicated in the Technical Specifications of the project and provisions of the Labor Code of the Philippines and other applicable laws, rules, and regulations; including DOLE Department Order (DO) 174 or for CIAC's convenience pursuant to GPPB Guidelines on Termination of Contracts. ● Termination of contract, in whole or in part, at any time for its convenience pursuant to GPPB Guidelines on Termination of Contracts or once the CIAC's Rationalization/Reorganization is approved and implemented. ● The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. ● Subject for pre-termination within thirty (30) days after receipt of notification from CIAC for violation of any provision of the contract or once CIAC's Rationalization/Reorganization Plan is approved and implemented. | |

| | | |
|---|---|--|
| 2 | The SERVICE PROVIDER shall assign personnel who possess the required qualifications indicated at "Annex B". | |
| 3 | <p>CIAC may, depending on the requirement of the service, request the SERVICE PROVIDER to increase or decrease the number of the assigned personnel.</p> <p>In addition, CIAC, may reasonably modify the position title and type of service/s including the basic monthly rates and schedule, subject to applicable government rules and regulations thereon. Such request shall be contained in a written notice/request sent to SERVICE PROVIDER upon CIAC's determination of the variance in the number of required personnel including the period of deployment for particular positions. Upon receipt of the said request from CIAC, SERVICE PROVIDER shall make the necessary actions within 10 working days. The SERVICE PROVIDER shall be obliged to obey such instructions as may be contained in the notice within reasonable time acceptable to CIAC. CIAC shall be held free and harmless from any criminal, civil, and administrative liability whatsoever at any given point in time in so far as such variance is concerned.</p> | |
| 4 | <p>4 Service Provider's Responsibilities: Render, undertake, and provide the following support services to CIAC:</p> <ul style="list-style-type: none"> ✓ 1 GIS Officer - MIS/GIS Department ✓ 3 Programmers - MIS/GIS Department ✓ 1 Collection Assistant - Treasury Department ✓ 2 Encoders/Administrative Assistants– HR Department ✓ 3 Administrative Assistants - Special Concerns Department, Community Relations Department and Safety & Environmental Management Office ✓ 2 Account Specialists - Marketing Department ✓ 1 Junior Architect –Corporate Planning Department <p>---- 13 Total of Support Services</p> | |
| 5 | <p>5 Scope of Work and Obligations: Shall provide a copy of the organizational structure showing positions and name of key officials and personnel as well as its company profile.</p> | |
| 6 | With main business office strategically located within Luzon. | |
| 7 | SERVICE PROVIDER must be SEC registered, licensed, and must have at least three (3) years experience in providing outsourced services related to item no. 4 of the Technical Specifications. | |

| | | |
|------------------|--|--|
| <p>8</p> | <p>Comply with the labor related rules, laws, regulations or other social legislations such as, but not limited to:</p> <ul style="list-style-type: none"> a. Workmen’s Compensation Law b. Minimum Wage Law c. Regular remittance of mandated premiums to SSS, PhilHealth, and Pag-Ibig d. 13th month Pay e. DO 174, Series of 2017 of the Department of Labor and Employment/ all other pertinent DOLE issuances. f. Occupational safety and health standards g. Proof of Posting of Bond as required by DOLE Department Orders and compliance GPPB Circular No. 01-2008 regarding Clarification on the Additional Eligibility and Technical Documents to ensure compliance with Labor Laws and other Social Legislation. | |
| <p>9</p> | <p>At least one (1) working day prior to deployment of the outsource personnel to CIAC, SERVICE PROVIDER shall submit a Certification to CIAC HRD indicating that the outsourced personnel:</p> <ul style="list-style-type: none"> a. Passed the screening procedures b. Has a fit-to-work certificate/clearance (complete medical, physical, drug test, covid-19 antigen test and must be fully vaccinated for covid- 19) c. Possessed the valid clearances from the National Bureau of Investigation (NBI), Philippine National Police (PNP), and Barangay. d. Has undergone CIAC orientation regarding the office rules and regulations, CIAC’s profile, ISO awareness and health & safety protocols applied in the Clark International Airport, and familiarization with CIAC’s facilities & services. e. Is not related within the third degree of consanguinity or affinity with CIAC’s appointing and recommending authorities, or the immediate superior of the assigned personnel; f. Has not been previously dismissed from the service by reason of an administrative or criminal case g. Has no history of violence of any type including deadly weapons violation, theft of all types, fraud and/or forgery h. Received SERVICE PROVIDER's ID i. Received LIPAD’s Access Pass ID or received a temporary LIPAD Access Pass ID pass if the permanent pass is not yet approved j. Received ATM for payroll purposes. k. | |
| <p>10</p> | <p>Provide the following to its outsourced employees and to wear it within CIAC premises at all times:</p> <ul style="list-style-type: none"> a. Service Provider's ID b. Service Provider's ID lace | |

| | | |
|-----------|---|--|
| | <ul style="list-style-type: none"> c. LIPAD's Access Pass ID d. Service Provider's Uniforms | |
| 11 | <p>Provide the following updates to HRD thru written notice whenever there is/are:</p> <ul style="list-style-type: none"> a. new employee/s b. reliever/s and/or replacement/s c. separated/resigned/terminated employee/s including the following: <ul style="list-style-type: none"> o <u>to be surrendered to Pass Control Office</u> -copy of the surrendered LIPAD Access Pass as received by the LIPAD's Pass Control Office o <u>attachment</u> -copy of written pending work assignments and properties that belong to CIAC as received by the concerned department/office | |
| 12 | <p>Provide the following for timekeeping/payroll purposes:</p> <ul style="list-style-type: none"> a. One (1) Bundy clock for back-up purposes in case of biometric malfunction | |
| 13 | <p>Payroll and billing of the outsourced personnel shall be subject to the following:</p> <ul style="list-style-type: none"> a. Schedule of payroll shall be every 15th and 30th of each month b. Shall be based on the corresponding monthly rates indicated in Schedule of Fees and Charges attached as "Annex C" c. Monthly approved schedule of its personnel. d. Number of working days must be followed based on "Annex C" or based on the written notice from CIAC. e. Shall be based on actual services rendered. However, CIAC shall not be liable to pay for any unauthorized excess hours, unauthorized overtime/s (OT), Change of Schedule, Swapping of Duty without prior approval of CIAC before the start of duty, unless otherwise operational/emergency concerns arise. f. Tardiness, under time, half-day and absence incurred by the personnel assigned to CIAC shall be deducted accordingly g. Shall be subject to existing government accounting and auditing rules and regulations. h. Billing shall be made by the SERVICE PROVIDER on a monthly basis and shall be based on the actual number of personnel deployed and services rendered as certified by the concerned department of the Outsourced personnel. i. Delayed payment of salary to the outsourced personnel by the service provider for three (3) times will be a sufficient ground for contract termination. j. The payment shall be subject to the SERVICE | |

| | | |
|------------------|---|--|
| | <p>PROVIDER's presentation of its semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-ibig, SSS, Philhealth, ECC, etc. as well as the withholding taxes to BIR. Affidavit of remittances to these agencies as well as official receipts as proof of payment of every previous month must be attached to the billing statement.</p> | |
| <p>14</p> | <p>SERVICE PROVIDER agrees to the following:</p> <p>a. Assign at least 1 SERVICE PROVIDER Coordinator</p> <ul style="list-style-type: none"> • Shall be responsible for the discipline, supervision and control of its personnel. Any communication from CIAC regarding any concerns shall be coursed through the Coordinator. • Shall visit the Outsourced personnel at CIAC, once every cut-off or twice a month, to collect their timekeeping documents and/or attend to their concerns, if any. • Shall be able to answer queries/concerns of the outsourced personnel from 8:00am to 6:30pm during working days via any communication lines available. <p>b. Relationship between the Service Provider and CIAC is that of PRINCIPAL-INDEPENDENT SERVICE PROVIDER.</p> <p>c. Provide relievers and/or replacements shall be available at all times in case of absence/leave of its personnel. However, no apprentice/OJT shall be allowed as replacement/relievers.</p> <p>d. To be answerable or accountable for any incident or injury which may occur to any worker or personnel of the Service Provider during the time and consequent upon the performance of the work and services, nor for any injury, loss or damage arising from fault, negligence or carelessness, untoward act, misconduct, malfeasance, misfeasance or nonfeasance of the Service Provider or anyone of its personnel to any person or persons or to his or their property; and the Service Provider covenants and agrees to assume, all liabilities for any such injury, loss or damage and to make CIAC free and blameless therefrom.</p> <p>e. Defend any suit based upon a claim or cause of action arising from the assignment of its employee with CIAC including but not limited to, money claims, damages and other labor-related concern and shall hold CIAC free and harmless against any judgment which may be rendered by any</p> | |

| | | |
|--|--|--|
| | <p>court or tribunal.</p> <p>f. Not to deliberately and maliciously disclose to any THIRD PARTY any and all material and confidential information pertaining to the CIAC which the SERVICE PROVIDER or its employees may have acquired or which may have been disclosed to them in course of the performance of the Outsourced Services, unless otherwise specifically authorized by the CIAC for a particular transaction.</p> <p>g. CIAC Data Ownership. All data/information gathered/acquired in the performance of duties of outsourced personnel or in connection therewith shall be owned by CIAC. At the end of the contract, all the data/information shall be turned-over to CIAC through hard (written) copies and electronic copies (E-copies).</p> <p>h. Adhere to the basic reportorial requirement of CIAC, such as, but not limited to semi-monthly statement of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopy of the breakdown and official receipt of personnel's mandatory contribution to SSS, Philhealth and HDMF.</p> <p>i. CIAC shall evaluate the performance of the SERVICE PROVIDER <i>(including its assigned personnel)</i> every four (4) months, whether or not the SERVICE PROVIDER complies to the Technical Specifications/Terms of Reference of the project.</p> <p>j. Service Provider shall enter into a Service Agreement ("Annex D") with the CIAC, per DOLE Department Order No. 174.</p> | |
|--|--|--|

Signature over Printed Name of
Authorized Representative

Position/Designation

***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);
- (b) Pursuant to the Department of Transportation (DOTr) Department Order, the bidder is required to submit a certification, under oath, certifying that said bidder has no pending case(s) against the government.

Technical Documents

- (c) 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
- (d) 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**
- (e) 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**

- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) 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

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Original of duly signed and accomplished Price Schedule(s); **and**
- (c) Bill of Quantities

IX. Bidding Forms

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

BID FORM

Date : _____

Project Identification No. : CIACBAC-Goods-P62

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose 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.

PBDs.

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Abroad

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

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

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. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

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.: CIACBAC-Goods-P62

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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.

| | |
|--|------------------------------------|
| <i>[Insert Name and Signature]</i> | <i>[Insert Name and Signature]</i> |
| <i>[Insert Signatory's Legal Capacity]</i> | <i>[Insert Signatory's Legal</i> |
| <i>for:</i> | <i>Capacity] for:</i> |
| <i>[Insert Procuring Entity]</i> | <i>[Insert Name of Supplier]</i> |

Acknowledgment

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____

) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, 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:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto day of _____, 20 ____ at _____ set my hand this _____, 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]

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]

BILL OF QUANTITY FORM

Name of Bidder: _____
Authorized Representative: _____
Designation: _____

| STANDARD COMPUTATION (For Skilled or Unskilled Workers) <i>See Annex C for reference</i> | | | |
|--|---------------------|-------------------|---------------------|
| Reimbursable Cost | A 9 Months | B 5 Months | Total |
| Payable Directly to Servicemen: | | | |
| a. Monthly Basic Salary | 238,306.00 | 120,000.00 | 358,306.00 |
| b. Night Differential | - | - | - |
| c. Overtime - 10% | 1,985.88 | 1,000.00 | 2,985.88 |
| d. Holiday Premium | 1,985.88 | 1,000.00 | 2,985.88 |
| e. 13th month | 19,858.83 | 10,000.00 | 29,858.83 |
| f. Service Incentive Leave | 4,785.26 | 2,409.64 | 7,194.90 |
| Subtotal A | 266,921.86 | 134,409.64 | 401,331.50 |
| Payable to the government Employee Share of: | | | |
| a. SSS w/ Mandatory Provident Fund & ECC | 17,640.00 | 6,465.00 | 24,105.00 |
| b. Philhealth | 3,574.59 | 1,800.00 | 5,374.59 |
| c. Pag-ibig | 1,000.00 | 300.00 | 1,300.00 |
| Subtotal B | 22,214.59 | 8,565.00 | 30,779.59 |
| Monthly Cost (A+B) | 289,136.45 | 142,974.64 | 432,111.09 |
| Total based on the no. of Months | 2,602,228.06 | 714,873.19 | 3,317,101.25 |
| ***Kindly fill-out the boxes no. 1, 2, & 3 below | | | |
| Bid on the % of Administrative Cost | 1) | | |
| Total Administrative Cost | 2) | | |
| Total Bid Amount | 3) | | |
| <p>1. Above rates are exclusive of value added tax</p> <p>2. Unworked regular holidays will be billed at above rate for 8 hours regular work day as and when such holiday do occur</p> | | | |

AFFIDAVIT OF NO PENDING CASE

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:

1. That I am the *[State position in the company]* of *[Name of Company or Bidder's Name]* with office address at *[State office address]*;
2. That no pending civil, criminal and/or administrative case/s has been filed by the Government of the Republic of the Philippines against *[Name of Company or Bidder]* in any forum;
3. That I am executing this statement as part of the eligibility requirement for the project *[State project title]*; and
4. That in the event of finding against the veracity hereof shall constitute a ground for the automatic disqualification of *[Name of Company or Bidder]* for the project *[State project title]*.

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

Bidder's Representative/Authorized Signatory
(Affiant's name and signature)

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Statement of all on-going Government & Private Contracts including contracts awarded but not yet started, which are similar or not similar in nature and complexity to the contract to be bid

Business Name: _____

Business Address: _____

| Name of Contract | a. Owner's Name b. Address c. Telephone Nos. d. Date of Contract e. Contract Duration | Nature of Work | Contractor's Role | | a. Total contract value at award b. Estimated completion time | a. Percentage of planned and actual accomplishment, if applicable b. Value of outstanding works, if applicable |
|-------------------|---|----------------|-------------------|---|--|---|
| | | | Description | % | | |
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

**Statement of the Bidder's Single Largest Completed Contract (SLCC)
similar to the contract to be bid**

Business Name: _____
 Business Address: _____

| Name of Contract | a. Owner's Name b. Address c. Telephone Nos. d. Date of Contract e. Contract Duration | Nature of Work | Contractor's Role | | a. Total contract value at award b. Date of completion c. Total contract value at completion | a. Percentage of planned and actual accomplishment, if applicable b. Value of outstanding works, if applicable |
|-------------------|---|----------------|-------------------|---|--|---|
| | | | Description | % | | |
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: This statement shall be supported with:

1. End-user's acceptance or official receipts issued for the project/contract.

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

