

Section VII. Bidding Forms

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ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated [insert date] for [Title of Project], [Name of Consultant] hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefore.

In line with this submission, we certify that:

- a) [Name of Consultant] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

We acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible and short listed or not.

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

If subcontracting is allowed, add the following: If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

[DATE]

Clark International Airport Corporation
Corporate Office Building, Civil Aviation Complex,
Clark Freeport Zone, Pampanga 2023

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)** in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

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TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

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TPF 5. TEAM COMPOSITION AND TASK

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3 Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

--

TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on the project. Describe the degree of responsibility held by staff members on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with the present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in the last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member:
Full name of authorized representative:

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 _____.

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TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Subtotal (1)
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____
 Signature: _____
 (Authorized representative)

Full Name: _____
 Title: _____
 Address: _____

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TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items												
	<i>[1st, 2nd, etc. are months from the start of project.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports	
Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

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OMNIBUS SWORN STATEMENT

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 Consultant] with office address at [address of Consultant];

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

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

If a sole proprietorship: As the owner and sole proprietor or authorized representative of [Name of Consultant], 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][insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative];

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], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. [Name of Consultant] 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;

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 Consultant]* 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Consultant]* is related to the Head of the Procuring Entity, members of the Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Consultant]* complies with existing labor laws and standards; and

8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

[Bidder's Representative/Authorized Signatory]

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 _____.

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.: _____

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]

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FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (f) followed the applicable rules and guidelines indicated in this ITB;
- (g) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (h) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

[DATE]

Clark International Airport Corporation

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)** in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, i.e., [Date].

In accordance with GCC Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF 2. SUMMARY OF COSTS

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

Costs	Currency(ies) ¹	Amount in Philippine Peso
Remuneration		
Miscellaneous		
Subtotal		_____
Local Taxes		
Total Amount of Financial Proposal		

For line items offered to the government for free, the bidder shall put zero (0) or dash (-). Leaving items blank will be grounds for disqualification.

[Signature over printed name of Authorized Signatory of the Firm/Entity/Joint Venture (in case of JV)]

[Title]

Date: _____

¹ In cases of contracts involving foreign currencies, reference to exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

Activity No.:	Activity No.:	Description:
Price Component	Currency (peso)	Amount in Philippine Peso
Remuneration		
Miscellaneous Expenses		
Subtotal		

For line items offered to the government for free, the bidder shall put zero (0) or dash (-). Leaving items blank will be grounds for disqualification.

[Signature over printed name of Authorized Signatory of the Firm/Entity/Joint Venture (in case of JV)]

[Title]

Date: _____

² In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

Activity No. _____		Name: _____		
Names	Position	Input ¹	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

For line items offered to the government for free, the bidder shall put zero (0) or dash (-). Leaving items blank will be grounds for disqualification.

[Signature over printed name of Authorized Signatory of the Firm/Entity/Joint Venture (in case of JV)]

[Title]

Date: _____

¹ Staff months, days, or hours as appropriate.

FPF 5. MISCELLANEOUS EXPENSES

Procurement of Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC) (Rebid)

Activity No. _____		Activity Name: _____			
No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Local Transportation (4 Units)	Mo.	32		
2.	Office Operating Expenses (Rent, Water, Electricity, Telephone, etc.	Mo.	8		
3.	Communication costs	LS	1		
3.1	Drafting, reproduction printing, office supplies, etc.	LS	1		
3.2	Rental of 3 Units Ink Tank Printers with supply of ink (for CIAC use) -A3 Size, Copy/Print/Scan, WIFI and Wireless printing capability	LS	1		
4.	LIDAR Topographic Survey (Topographic, Survey Plan, Features, DSM, DTM, Classified Point Cloud, Contours, Maps, Project Report. Geotechnical Survey	LS	1		
5.	Survey Control Points, copper plate plaque on reinforced concrete foundation and pedestal monument (NAMRIA Certified and Registered)	LS	1		
6.	Engineering Geological and Geohazard Assessment Report	Set	4		
7.	Environmental Clearance Certificate	LS	1		
8.	Purchase of 5 units of Laptops with 1 Software to process LIDAR Data, 2 AutoCAD and 2 with BIM Software. All with MS Office 2021 Software	LS	1		
9.	Other Engineering Software (AutoCad LT, STAAD, AEC)	LS	1		

10.	Hydrogeological Investigation and Georesistivity Survey	LS	1		
	Traffic Surveys and Analysis				
11.	Seminars and Training (GAD and BIM)	LS	1		
	Grand Total				

For line items offered to the government for free, the bidder shall put zero (0) or dash (-). Leaving items blank will be grounds for disqualification.

[Signature over printed name of Authorized Signatory of the Firm/ Entity/ Joint Venture (in case of JV)]

[Title]

Date: _____

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FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference;
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Appenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and

remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

Binding Signature of Consultant

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

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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 _____

Section VIII. Appendices

I. Description of Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

II. Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

III. Key Personnel and Subconsultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

IV. Breakdown of Contract Price

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Applicable taxes

V. Services and Facilities Provided by the Client

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

VI. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents – the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Technical Evaluation for Shortlisting (FOR CIAC use only)

NAME OF FIRM:

I. APPLICABLE EXPERIENCE OF THE FIRM (40%)

A. Consulting Firm's completed services with consideration to size and complexity comparable to the Services under (25%) consideration.

PROJECTS	NO. OF PROJECTS	RATING	PRODUCT	EQUIVALENT POINTS	
5M to 10M contract		1		MAXIMUM=100 POINTS	
11M to 20M contract		3		PRODUCT SCOPE	POINTS
21M to 30M contract		5			
31M to 40M contract		7		1 to 10	50
41M to 50M contract		10		11 to 20	60
				21 to 30	70
				31 to 40	80
				41 to 50	90
				Above 50	100
TOTAL			0		
TOTAL POINTS					
RATING					

FIRM's RATING = Total Points X Percentage Weight (per field)

B. 50% of the ABC (15%)

PROJECTS	NO. OF PROJECTS	RATING	PRODUCT	EQUIVALENT POINTS	
				MAXIMUM=100 POINTS	
47,163,200.00		40	0	PRODUCT SCOPE	POINTS
				40	90
				Above 40	100
TOTAL			-		
TOTAL POINTS					
RATING					

TOTAL = _____

II. QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT (40%)

AREAS OF CONSIDERATION		Key personnel 1	Key Personnel 2	List of Key Personnel		%
		%	%			
NAME OF NOMINATED PERSONEL				Team Leader/ Project Manager		5%
1. Education (15 points maximum)				Senior Highway/ Interchange Engineer		4%
Licensed Engineer	(12 points)			Senior Transport Engineer		3%
Additional College Degree	(13 points)			Senior Toll Facility/ Systems Engineer		3%
Master's Degree	(15 points)			Senior Sanitary/ Drainage Engineer		2%
2. Trainings (10 points maximum)				Senior Hydrologist		2%
3-5 trainings	(8 points)			Senior Structural/ Bridge Engineer		3%
6-8 trainings	(9 points)			Senior Geotechnical/ Foundation Engineer		2%
9 trainings and above	(10 points)			Senior Geodetic Engineer		2%
Note: One (1) foreign training shall be considered two (2) local trainings.				Senior Electrical Engineer		2%
3. Overall Work Experience (30 points maximum)				Senior Electronics Engineer		2%
5 yrs to less than 10 yrs	(15 points)			Senior Environmental Planner		2%
10 yrs to less than 15 yrs	(25 points)			Senior Quantity/Cost Engineer		2%
15 years and above	(30 points)			Senior Materials Engineer		2%
4. Work Experience (related to nominated position) (45 points maximum)				Senior Architect		2%
5 yrs to less than 10 yrs	(35 points)			Senior BIM Specialist		2%
10 yrs to less than 15 yrs	(40 points)					
15 years and above	(45 points)					
PERCENTAGE POINTS		0.00	0.00			
RATING		0.00	0.00			

III. CURRENT WORKLOAD RELATIVE TO CAPACITY (20%)

AREAS OF CONSIDERATION		Key Personnel 1	Key Personnel 2	List of Key Personnel		%
		%	%			
1. Current Workload (20 points maximum)				Team Leader/ Project Manager		3.00%
3 on-going projects	(10 points)			Senior Highway/ Interchange Engineer		2.00%
1- 2 on-going project	(15 points)			Senior Transport Engineer		1.00%
no on-going project	(20 point)			Senior Toll Facility/ Systems Engineer		1.00%
PERCENTAGE POINTS		0	0	Senior Sanitary/ Drainage Engineer		1.00%
				Senior Hydrologist		1.00%
				Senior Structural/ Bridge Engineer		2.00%
				Senior Geotechnical/ Foundation Engineer		1.00%
				Senior Geodetic Engineer		1.00%
				Senior Electrical Engineer		1.00%
				Senior Electronics Engineer		1.00%
				Senior Environmental Planner		1.00%
				Senior Quantity/Cost Engineer		1.00%
				Senior Materials Engineer		1.00%
				Senior Architect		1.00%

	Senior BIM Specialist	1.00%
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Technical Evaluation for 2nd Stage (FOR CIAC use only)

NAME OF FIRM:

I. APPLICABLE EXPERIENCE OF THE FIRM (40%)

A. Consulting Firm's completed services with consideration to size and complexity comparable to the Services under consideration. (20%).

PROJECTS	NO. OF PROJECTS	RATING	PRODUCT	EQUIVALENT POINTS	
5M to 10M contract		1	0	MAXIMUM=100 POINTS	
11M to 20M contract		3	0	PRODUCT SCOPE	POINTS
21M to 30M contract		5	0		
31M to 40M contract		7	0	1 to 10	50
41M to 50M contract		10	0	11 to 20	60
				21 to 30	70
				31 to 40	80
				41 to 50	90
				Above 50	100
TOTAL			0		
TOTAL POINTS					
RATING			0.00%		

FIRM's RATING = Total Points X Percentage Weight (per field)

B. At Least one (1) similar project equivalent to 50% of the ABC = 47.16M

50% of ABC (20%)

TOTAL = _____

II. QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT (40%)

AREAS OF CONSIDERATION		Key personnel 1	Key Personnel 2
		%	%
NAME OF NOMINATED PERSONEL			
1. Education (15 points maximum)			
Licensed Engineer	(12 points)		
Additional College Degree	(13 points)		
Masters Degree	(15 points)		
2. Trainings (10 points maximum)			
1-5 trainings	(8 points)		
6-8 trainings	(9 points)		
9 trainings and above	(10 points)		
Note: One (1) foreign training shall be considered two (2) local trainings.			
3. Overall Work Experience (30 points maximum)			
5 yrs to less than 10 yrs	(15 points)		
10 yrs to less than 15 yrs	(25 points)		
15 years and above	(30 points)		
4. Work Experience (related to nominated position) (45 points maximum)			
5 yrs to less than 10 yrs	(35 points)		
10 yrs to less than 15 yrs	(40 points)		
15 years and above	(45 points)		
PERCENTAGE POINTS		0.00	0.00
RATING		0.00	0.00

List of Key Personnel	%
Team Leader/ Project Manager	6%
Senior Highway/ Interchange Engineer	3%
Senior Transport Engineer	3%
Senior Toll Facility/ Systems Engineer	3%
Senior Sanitary/ Drainage Engineer	2%
Senior Hydrologist	2%
Senior Structural/ Bridge Engineer	3%
Senior Geotechnical/ Foundation Engineer	2%
Senior Geodetic Engineer	2%
Senior Electrical Engineer	2%
Senior Electronics Engineer	2%
Senior Environmental Planner	2%
Senior Quantity/Cost Engineer	2%
Senior Materials Engineer	2%
Senior Architect	2%
Senior BIM Specialist	2%

III. Methodology and Work Plan (20%)

	RATING
Technical Approach and Methodology (10%)	
Excellent: The consultant properly understands the current situation, draws attention to all main issues related to the assignment and raises other important issues that have not been considered in the TOR. The proposal details ways to solve all issues by using advanced and innovative approach and methodology. The consultant properly understands the impact/importance of the Project. The best global design practices have been used in the approach and methodology of the consultant. (10%)	
Average: The consultant understands the requirement indicated in the TOR. The approach and methodology to solve the issues are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the assignment. (7%)	
Poor: The consultant misunderstands the requirement indicated in the TOR and important aspects of the scope of consulting services. Approach and methodology do not comply with the requirement in the TOR. (0%)	
Work Plan (5%)	
Excellent: The work plan responds well to the TOR. The timing and duration of all activities are appropriate, consistent with the assignment output. The interrelation between various activities is realistic and consistent with the proposed approach and methodology. The proposal includes an impressive presentation of the work plan for efficient execution of the assignment. The work plan includes other important issues that have not been considered in the TOR. (5%)	
Average: The work plan responds to the TOR and all required activities are indicated in the activity schedule, but they are not detailed. (3.5%)	
Poor: There are major inconsistencies between the requirement in the TOR and the proposed work plan. (0%)	
Organization and Manning (5%)	
Excellent: The organization chart and manning schedule is complete and detailed, and the technical level and composition of the manning arrangement are very well balanced. The definition of duties and responsibilities are very clear. The Manning schedule is consistent with the work plan and the timing and duration of each staff's assignment are adequate. The proposal includes an impressive presentation of a well thought out organization and staffing plan. (5%)	
Average: The proposed organization and staffing arrangement is complete and detailed enough to meet all the requirements of the TOR. (3.5%)	
Poor: The organization and manning arrangement is not responsive to the requirement of the TOR at all. It is assumed that the required output cannot be appropriately prepared within the period of assignment. (0%)	
TOTAL	0%

VII. BREAKDOWN OF AGREED FIXED RATES

[Currencies: _____⁶]

Consultants	1	2	3	4	5	6	7	8
Name	Basic Rate ⁷	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines								
Home Office								

Signature of Consultant: _____
 Authorized Representative: _____
 Title: _____

Date: _____
 Name: _____

⁵ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).
⁶ If different currencies, a different table for each currency should be used.
⁷ Per month, day, or hour as appropriate.

CHECKLIST FOR ELIGIBILITY:

Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC)

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
- (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. In case of joint venture or consortium, each partner of the joint venture or consortium shall submit their respective certification, under oath.
- (c) Eligibility Document Submission Form

Technical Documents

- (d) 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
- (e) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions
- (f) Curriculum Vitae for each of the proposed Professional Staff (Key Staff) and Support Staff
- (g) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (e.g., Project Manager, Senior Highway Engineer, Senior Transport Engineer, and other key staff as stated in the minimum qualifications in Section 15 of the Terms of Reference), to be assigned to the contract to be bid, with their complete qualifications & data;
 - c. List of Consultant's equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
- (h) 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.

Class "B" Documents

<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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.
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CHECKLIST FOR TECHNICAL AND FINANCIAL DOCUMENTS:

Consulting Services for the Detailed Architectural and Engineering Design (DAED) of the Horizontal Infrastructure Development at the Clark Civil Aviation Complex (CCAC)

Technical Proposals

<input type="checkbox"/>	TPF 1. Technical Proposal Submission Form
<input type="checkbox"/>	TPF 2. Consultant's References
<input type="checkbox"/>	TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity
<input type="checkbox"/>	TPF 4. Description of the Methodology and Work Plan for the Performing of the Project
<input type="checkbox"/>	TPF 5. Team Composition and Task
<input type="checkbox"/>	TPF 6. Curriculum Vitae (CV) for Proposed Professional Staff
<input type="checkbox"/>	TPF 7. Time Schedule for Professional Personnel
<input type="checkbox"/>	TPF 8. Activity (Work) Schedule
<input type="checkbox"/>	Bid Security

Financial Documents

<input type="checkbox"/>	FPF1. Financial Proposal Submission Form
<input type="checkbox"/>	FPF2. Summary of Costs
<input type="checkbox"/>	FPF3. Breakdown of Price per Activity
<input type="checkbox"/>	FPF4. Breakdown of Remuneration per Activity
<input type="checkbox"/>	FPF5. Miscellaneous Expenses

Uncontrolled when Printed or emailed

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	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						

Note: This statement shall be supported with:

1. Certified True Copy of Notice of Award and Contract or NTP
2. Certificate of Accomplishment from Project Owner or Representative for On-going Project

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	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. Certified True Copy of Award, Contract and Notice to Proceed
- 2. Certificate of Final Acceptance Issued by the owner or CPES Final rating

Submitted by _____

 (Printed Name & Signature)

Designation _____

Date _____

DATA PRIVACY NOTICE

Any personal and sensitive personal information of the members of the Clark International Airport Corporation that may be obtained from this bidding document shall be covered by the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

You may access the Data Privacy Policy of the CIAC at:

