

PHILIPPINE BIDDING DOCUMENTS

Procurement for the

SUPPLY AND DELIVERY OF GNSS RTK RECEIVER SYSTEM

Government of the Republic of the Philippines

BID NO. 25-57-07 BRAVO

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to

Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5. Eligible Bidders	14
6. Origin of Goods	14
7. Subcontracts	14
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents	15
10. Documents comprising the Bid: Eligibility and Technical Components	15
11. Documents comprising the Bid: Financial Component	15
12. Bid Prices	16
13. Bid and Payment Currencies	17
14. Bid Security	17
15. Sealing and Marking of Bids	17
16. Deadline for Submission of Bids	17
17. Opening and Preliminary Examination of Bids	18
18. Domestic Preference	18
19. Detailed Evaluation and Comparison of Bids	18
20. Post-Qualification	19
21. Signing of the Contract	19
Section III. Bid Data Sheet	20
Section IV. General Conditions of Contract	23
1. Scope of Contract	24
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	51
Section IX. Bidding Forms	54

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties,

including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including

non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR "SUPPLY AND DELIVERY OF GNSS RTK RECEIVER SYSTEM"

1. The Civil Aviation Authority of the Philippines, through the Corporate Operating Budget 2025 intends to apply the sum of **Three Million Seven Hundred Thousand Pesos (P3,700,000.00)** being the ABC to payments under the contract for **"Supply and Delivery of GNSS RTK Receiver System" (Bid No 25-57-07 Bravo)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Aviation Authority of the Philippines now invites bids for the above Procurement Project. Delivery of the Goods is required within **thirty (30) calendar days**. Bidders should have completed, within the last ten (10) years from the date of submission and receipt of bids, a *contract* similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from Civil Aviation Authority of the Philippines and inspect the Bidding Documents at the address given below during regular office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 July 2025 until deadline of submission of bid** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P5,000.00 (exclusive of any and all taxes imposed by relevant government agencies)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees thru email.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference on **06 August 2025 @ 9:30 AM** through video conferencing or webcasting via Zoom/Google Meet Application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **20 August 2025 @ 9:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **20 August 2025 @ 9:30am** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Aviation Authority of the Philippines reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Upon payment of the bid documents, bidders must provide their respective email addresses to the BAC Secretariat. All communications, including but not limited to Notices, Resolutions, and Replies, among others, will be sent to the email address provided by the bidder/s. The date when such email was sent shall be considered the date of receipt of the bidder/s for purposes of complying with the requirements under RA 9184.
12. Bidders must also check the PhilGEPS website, CAAP website, and BAC Secretariat for any bid bulletins and announcements related to the bidding.
13. Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

14. For further information, please refer to:

ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat

BAC Office

3rd Floor Supply, Procurement Building, CAAP Compound,

MIA Road corner Ninoy Aquino Avenue, 1300 Pasay City

E-mail address: bac@caap.gov.ph

Telephone No.: (02) 8246-4988 loc.2236

www.caap.gov.ph

ATTY. DANJUN G. LUCAS

Chairperson, Bids and Awards Committee - Bravo

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Aviation Authority of the Philippines wishes to receive Bids for the **Supply and Delivery of GNSS RTK Receiver System, Bid No. 25-57-07 Bravo.**

The Procurement Project (referred to herein as "Project") is composed of one (1) lot of GNSS RTK Receiver System for Flight Inspection and Calibration Group use, 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 FY2025 in the amount of **Three Million Seven Hundred Thousand Pesos (P3,700,000.00).**

2.2. The source of funding is CAAP (GOCC) Corporate Operating Budget 2025

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to: *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. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing /webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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 calendar days from the 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.

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 Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 ***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> <p>a. <i>Provision of engineering equipment</i></p> <p>b. completed within last ten (10) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Sub-contracting is not allowed.
12	The price of the Goods shall be quoted DDP in the Philippines 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> <p>a. The amount of not less than Seventy-Four Thousand Pesos (P74,000), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than One Hundred Eighty-Five Thousand Pesos (P185,000) if bid security is in Surety Bond.</p>
20.2	<p>The Bidder with the Lowest Calculated Bid (LCB), which complies with and responds to all requirements and conditions, is required to submit:</p> <p>(a) The most recent income and business tax returns filed through the Electronic Filing and Payment System (EFPS);</p> <p>(b) Business licenses and permits as mandated by law (Registration Certificate, Mayor's Permit, & Tax Clearance);</p> <p>(c) The most recent Audited Financial Statements;</p> <p>(d) Proof of completion of the SLCC as identified in the Statement of SLCC, which should be a verifiable copy of any of the following documents:</p> <ul style="list-style-type: none"> i. Contract/s or Purchase Order/s; ii. Corresponding Sales Invoice/s; iii. Official Receipt/Cash Receipt/Collection Receipt; and/or iii. Certificate of Completion. <p>(e) Exclusive Distributorship or authorized distributorship from the manufacturer;</p>

	<p>(f) Documentary evidence that the Supplier have a local service center in the Philippines authorized by the manufacturer;</p> <p>(g) Authorized service technician certificate. A factory trained service technician available in the Philippines (with certificate from the manufacturer) to perform maintenance and repair on the products;</p> <p>(h) End-of-Life (EOL) Support Certificate or an End-of-Support (EOS) Certificate issued by the manufacturer that shall guarantee that all spare parts necessary for the maintenance/repair/replacement of the equipment, software updates and technical support shall be available at least five (5) years, even after the product is no longer being manufacture;</p> <p>(i) Brand certification from the manufacturer stating and confirming that the GNSS RTK brand has been established and in continues operation for at least ten (10) years. This shall also include the date when the GNSS brand was first established;</p> <p>(j) Brochures and or manual of the products/items being offered containing information that supports compliance statement in the technical specifications</p> <p>(k) Certification that the GNSS RTK and its accessories to be offered are compliant with CAAP's technical specifications and requirements under this project's TOR.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, will result in the bidder's disqualification for the award. If a finding against the veracity of any of the submitted documents is made, it will lead to the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p>
21.2	<p>The Technical Specifications (Terms of Reference) for the SUPPLY AND DELIVERY OF GNSS RTK RECEIVER SYSTEM shall be an integral and inseparable part of the contract.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Warranty Provisions</p> <ol style="list-style-type: none"> 1. The Winning Bidder shall provide Warranty Certificate and shall warrant the Equipment to be operational and free from all defects for at least one (1) year warranty for parts, labor and maintenance of the delivered GNSS equipment which shall only commence from the date of formal acceptance of the project and this shall be covered by either retention money or a special bank guarantee equivalent to two percent (2%) of the total contract price. The said amount shall be released after the lapse of the one (1) year warranty period, provided that all the terms and conditions imposed under this TOR have been fully met by the winning bidder. <ul style="list-style-type: none"> • During the warranty period, the winning bidder shall ensure that the GNSS equipment remains in optimal condition, fully capable of performing its intended functions. • Shipping cost of the GNSS equipment for repair shall be borne by the winning bidder. • In case of equipment pull-out, CAAP has the option to require for a service or replacement unit of the same specifications as that of the malfunctioning equipment while the faulty equipment is undergoing repair or diagnostic. 2. The Winning Bidder shall provide at least one (1) year GNSS Complete Care Package (CCP) on Firmware and Software. This shall cover all firmware and software update/upgrades, maintenance and technical support of all GNSS equipment and its field controller. 3. At least one (1) year Complete Care Package (CCP) for the proprietary licensed processing software shall also be provided by the winning bidder that will cover updates/upgrades and maintenance of the processing software. 4. The winning bidder must submit an End-of-Life (EOL) Support Certificate or End-of-Support (EOS) Certificate issued by the manufacturer that shall guarantee that all spare parts necessary for the maintenance/repair/replacement of the equipment, software updates and technical support shall be available at least five (5) years, even after the product is no longer being manufactured.

Delivery and Documents –

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

The delivery terms applicable to the Contract are DDP delivered in the Philippines. In accordance with INCOTERMS."

"The delivery terms applicable to this Contract are delivered in the Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Chief Flight Inspector, Flight Inspection and Calibration Group

Incidental Services –

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

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

	<p>e. training of the Procuring Entity's personnel, at the appropriate place or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. All such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts, advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	Transportation –

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be ninety-eight percent (98%) of the total Contract Price after completion of project deliverables and documentary requirements of goods and two percent (2%) shall be covered either by retention money or a special bank guarantee to cover the Supplier's warranty obligation.
4	The Inspection Committee shall verify the capability and functionality of the GNSS RTK Receiver System including all its accessories and associated Application Software based on the approved Technical Specifications (Terms of Reference), within the post-qualification period.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	GNSS RTK Receiver System and its Accessories	1 Lot		Within thirty (30) calendar days from receipt of Notice to Proceed (NTP)
1	GNSS Base Receiver	1 unit		
2	GNSS Rover	1 unit		
3	GNSS Field Controller	1 unit		
4	External RTK Antenna	1 unit		
5	Pole Set-up accessories	1 set		
6	Tripod Set-up accessories	1 set		
7	Memory Devices and Power Cables			
	• 1GB Industrial Grade SD Storage Card	2 units		
	• 8GB Industrial Grade SD Memory Card	2 units		
	• Data Transfer Cable	1 set		
	• Power Cable	1 unit		
8	Hard Containers/ Protective case	1 unit		
	• for the GNSS RTK	1 unit		
	• for the Antenna	1 unit		
	• for the Tripod	1 unit		
9	One (1) Year Complete Care Package (CCP) for GNSS units and Field Controller	1 unit		
10	One (1) Year Standard Warranty on GNSS Equipment and its Accessories	1 unit		
11	Processing Software with one (1) year Complete Care Package (CCP)	1 unit		
12	Laptop for Processing	1 unit		

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	1 LOT GNSS RTK RECEIVER SYSTEM and its Accessories	
1	<p><u>ONE (1)- UNIT GNSS BASE RECEIVER</u></p> <p>GNSS Technology: -With Intelligent management of multi-frequency, multi constellation signal capable of tracking and logging of the following satellites:</p> <ul style="list-style-type: none"> • Global Positioning System (USA Satellite System) • GLONASS (Russian Satellite System) • Beidu (Chinese Satellite System) • Galileo (European Satellite System) • QZSS (Japan Satellite System) • SBAS (Satellite Based Augmentation System) <p>-With intelligent selection to automatically reject noisy signals -with tilt compensation that is immune to magnetic disturbances and is calibration free</p> <p>Measurement and Accuracy -Measuring Capability at RTK Single Baseline and Network RTK -Post processing capability at Static with long observations and Static and Rapid Static Phase -RTK Tilt Compensated (Horizontal : RTK +8mm +0.5mm/° tilt (up to 30°) RMS</p> <p>Communication and Data Storage</p>	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is</i></p>

<p>-with NTRIO Capability</p> <p>- Receive and transmit UHF radio modem (403-473Mhz, Channel Spacing 12.5 KHz)</p> <p>- I/O ports:Lemo: USB and RS 232 Serial Bluetooth: Fully integrated Bluetooth Module WLAN: Client or Access Point. Wifi b/g/n</p> <p>-Communication Protocols:</p> <ul style="list-style-type: none"> • Network RTK Data Protocols: at least RTCM 2.1, CMR, CMR+ and other GNSS proprietary • NMEA Output: NMEA output capable and other GNSS proprietary <p>-With at least 4GB internal memory</p> <p>- Proprietary raw data format and RINEX data logging up to 20Hz</p> <p>Hardware:</p> <p>- with IP66 / IP68 proof protection against water, sand and dust</p> <p>- with ultra-rugged housing design built for the most demanding environments - Withstands strong vibration (MIL STD 810G 514.6 Cat.24)</p> <p>- can withstands topple over from a 2meter survey pole onto hard surfaces</p> <p>- can operate on extreme temperatures at least -40°C</p> <p>- can operate on at least 95% condensing humidity</p> <p>- user interface with on/off button and status LEDs indicator</p> <p>Power Supply:</p> <p>- with removable internal batteries</p> <p>- Rechargeable lithium-ion battery that can operate at least 8-hours of continuous and uninterrupted operations.</p>	<p><i>subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
--	--

	- should have at least one (1) spare/additional battery for continuous uninterrupted operation	
2	<p><u>ONE (1)-UNIT GNSS ROVER</u></p> <p>GNSS Technology:</p> <p>-With Intelligent management of multi-frequency, multi constellation signal capable of tracking and logging of the following satellites:</p> <ul style="list-style-type: none"> • Global Positioning System (USA Satellite System) • GLONASS (Russian Satellite System) • Beidou (Chinese Satellite System) • Galileo (European Satellite System) • QZSS (Japan Satellite System) • SBAS (Satellite Based Augmentation System) <p>-With intelligent selection to automatically reject noisy signals</p> <p>-with tilt compensation that is immune to magnetic disturbances and is calibration free</p> <p>Measurement and Accuracy</p> <p>-Measuring Capability at RTK Single Baseline and Network RTK</p> <p>-Post processing capability at Static with long observations and Static and Rapid Static Phase</p> <p>-RTK Tilt Compensated (Horizontal: RTK +8mm +0.5mm/° tilt (up to 30°) RMS</p> <p>Communication and Data Storage</p> <p>-with NTRIO Capability</p> <p>- Receive and transmit UHF radio modem (403-473 Mhz, Channel Spacing 12.5 Khz)</p> <p>- I/O ports:Lemo: USB and RS 232 Serial</p> <p>Bluetooth: Fully integrated Bluetooth Module</p>	

	<p>WLAN: Client or Access Point. Wifi b/g/n</p> <p>-Communication Protocols:</p> <ul style="list-style-type: none"> • Network RTK Data Protocols: at least RTCM 2.1, CMR, CMR+ and other GNSS proprietary • NMEA Output: NMEA output capable and other GNSS proprietary <p>-With at least 4GB internal memory</p> <p>- Proprietary raw data format and RINEX data logging up to 20Hz</p> <p>Hardware:</p> <ul style="list-style-type: none"> - with IP66 / IP68 proof protection against water, sand and dust - with ultra-rugged housing design built for the most demanding environments - Withstands strong vibration (MIL STD 810G 514.6 Cat.24) - can withstands topple over from a 2meter survey pole onto hard surfaces - can operate on extreme temperatures at least -40°C - can operate on at least 95% condensing humidity - user interface with on/off button and status LEDs indicator <p>Power Supply:</p> <ul style="list-style-type: none"> - with removable internal batteries - Rechargeable lithium-ion battery that can operate at least 8-hours of continuous and uninterrupted operations. - should have at least one (1) spare/additional battery for continuous uninterrupted operation 	
	<p><u>ONE (1) UNIT FIELD CONTROLLER</u></p>	

3	<p>SPECS AND CAPABILITIES:</p> <ul style="list-style-type: none"> - Ruggedized controller, military standard (MIL. - STD) - with IP67/IP68 Water and Dust Ingress Protection - at least Windows OS or latest /Android 8 or latest - at least 2GB RAM and at least 4GB internal memory and expandable - with Mass-Storage device support - with SIM Card slot and supports SD/SDHC/SDXC connectivity - with integrated Bluetooth and WLAN - Robotic Total Station compatible - with QWERTY key, and with stylus - should survive prolonged solar exposure, (MIL STD810G Method 505.5, II) - sunlight-readable screen - with camera, front and rear. - with chargeable and removable battery, operating at least 8-hours continuous and uninterrupted - should have at least one (1) spare battery for continuous operation - with built-in SURVEYING FIELD SOFTWARE that has the following features or its equivalent: <ul style="list-style-type: none"> • Stunning 3D Viewer • Consistent user interface • Job and Data Management • Online connectivity and extensive assistance • Fully control the work method and quality • Variety of Sensors and collection routines • Powerful coding and linework • Extensive stake routines • In-field computations • Additional common apps - Including (but not limited to) Alignment Editor, Determine Coordinate System, GS Base Setup, Hidden Point, Measure Foresight, Measure Sets, 	
---	--	--

	<p>Quick Ground, Rail, Reference Plane, Road, TS Setups (including known backsight, set orientation, resections, height transfers and auto setup), Traverse and Tunnel</p> <p>- Includes Application Programs or equivalent as follows: Measure and Stake Application Program with the following capabilities:</p> <ul style="list-style-type: none"> • Measure includes: Measure, Code points, automatically measure points, Remote Heights, Target Offset calculations • Setup includes: <ul style="list-style-type: none"> • Get station coordinates from GNSS, from Job or enter manually • Orientation by known Azimuth • Orientation by known Backsight • Orientation & Height transfer to up to 10 target points • Resection up to 10 target points • Resection Helmert • Orientate to object • Stake points include: <ul style="list-style-type: none"> • Navigate to point, Quality control, automatically select next closest point, Graphical selection of point from map, edit heights and offset heights of points, Acoustic beep getting faster when getting closer to point. • COGO includes: <ul style="list-style-type: none"> • Inverse, Traverse, Intersections, Angle calculations, Line & arc calculations, Bearing & distance calculations, Shift, Rotate, Scale (manual & matching points), Triangle calculations • Determine coordinate system: <ul style="list-style-type: none"> • 1 step, 2 step, 3D Transformation • All common projections • Alignment Editor: <ul style="list-style-type: none"> • Horizontal alignments, Vertical alignments, Cross sections, Chainage equations 	
--	--	--

	<ul style="list-style-type: none"> • Control data: Create points and lines • Data import: <ul style="list-style-type: none"> • ASCII, XML, DXF, DTM, alignments • Data export: <ul style="list-style-type: none"> • ASCII, Custom, DXF, XML, Style Sheets, FBK, RW5, RAW and local formats <p>- Licensed Measure and Stake to Line Application or equivalent</p> <ul style="list-style-type: none"> • Stakeout+ <ul style="list-style-type: none"> • Stake to ref. line, Stakeout DTM, Stakeout DTM & points, Seismic Stakeout <p>- Licensed Traverse Application or equivalent</p> <p>- Licensed Rinex Export Application or equivalent</p> <p>Power Supply:</p> <p>- with removable internal batteries</p> <p>- Rechargeable lithium-ion battery that can operate at least 8-hours of continuous and uninterrupted operations.</p> <p>- should have at least one (1) spare/additional battery for continuous uninterrupted operation</p>	
4	<p><u>ONE (1) SET EXTERNAL RTK ANTENNA</u></p> <p>- UHF radio antenna for GNSS receivers (frequency range 403-473 MHz).</p> <p>- Gainflex radio antenna (frequency range 403-473 MHz)</p>	

5	<p><u>ONE (1) POLE SET-UP ACCESSORIES</u></p> <ul style="list-style-type: none"> - Telescopic aluminum/carbon fiber GNSS Pole <ul style="list-style-type: none"> • Aluminum pole with snap-lock for rapid set-up • quick snap connector. Allows fast and easy mounting of the GS Antenna on the pole - Pole Holder plate for the field controller - Clamp arrangement for attaching holder plate to all poles - Dual-Strut support /Bi-pods <ul style="list-style-type: none"> • with 2 telescopic legs, for rapid set-up • suitable for poles of all diameters 	
6	<p><u>ONE (1) SET TRIPOD SET-UP ACCESSORIES</u></p> <ul style="list-style-type: none"> - Wooden Tripod <ul style="list-style-type: none"> • Heavy duty with carrying straps and side clamp screws • Survey Standard size/dimension and weight - Tribrachs with optical plummet - Base Station Extension with Height Measurement Lever For direct fitting of GNSS Antenna (Reflector centering accuracy of at least 1.0 mm.) - with integrated tape measure in mm and inches 	
7	<p><u>ONE (1) SET MEMORY DEVICES AND POWER CABLE</u></p> <ul style="list-style-type: none"> - two (2) pcs - At least 1GB industrial grade SD memory card 	

	<ul style="list-style-type: none"> - two (2) pcs - At least 8GB Industrial grade memory stick - one (set) - Data Transfer cable • USB Cable (Lemo to USB) • Transfer data from field controller to GNSS receiver • Transfer data from GNSS receiver to PC • USB data transfer between controller to PC 	
8	<p><u>HARD CONTAINER/PROTECTIVE CASE</u></p> <ul style="list-style-type: none"> - Safety protective case with compartment for all accessories - Safety protective case for antenna - Safety protective case for tripod 	
9	<p><u>ONE (1) YEAR GNSS COMPLETE CARE PACKAGE (CCP)</u></p> <ul style="list-style-type: none"> - Care Package for both GNSS Units and Field Controller - This shall include all upgrades and technical support of all firmware and license software product for both GNSS unit and its field controller 	
10	<p><u>ONE (1) YEAR STANDARD WARRANTY ON GNSS EQUIPMENT</u></p> <ul style="list-style-type: none"> - One (1) year Standard Warranty against defects in materials, workmanship and performance on all GNSS units and primary accessories (Field Controllers. 	
11	<p><u>ONE (1) UNIT PROCESSING SOFTWARE</u></p> <ul style="list-style-type: none"> - At least 1 unit Proprietary Processing Software - With 1-year Customer Care Package (CCP) that shall include upgrades/updates and maintenance of the licensed software. 	

	<ul style="list-style-type: none"> - all-in-one processing software capable of processing data from GNSS, total stations digital levels and even scanners. - with the following core capabilities/services: <ul style="list-style-type: none"> • Map Services • Coordinates • COGO Functionality • Features Processing • Tools • Images/Imaging • Survey and Stakeout • Import and Export Data - with the following perpetual Licensed applications: Adjustment 1D and 3D <ul style="list-style-type: none"> • Surfaces and Volumes calculation • Processing TPS • Processing Level • Processing GNSS (multi-frequency) • Processing base, Network Adjustment 	
12	<p>ONE (1) UNIT FIELD LAPTOP (PROCESSING LAPTOP)</p> <ul style="list-style-type: none"> - with at least i9 12th Generation Processor - bundled with Licensed Microsoft Office - with ergonomic mouse and with laptop bag - with Windows 11 Operating System - with at least 32GB RAM 	

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF GNSS RTK RECEIVER SYSTEM

1. RATIONALE:

The Civil Aviation Authority of the Philippines (CAAP) thru the Flight Inspection and Calibration Group (FICG) has the obligation to ensure the safety of civil aviation through *airborne inspection, calibration, validation, and certification of Communication, Navigation and Surveillance (CNS) systems* as well as its associated *Air Traffic Management (ATM) systems*; and also perform regular monitoring and continuous safety inspection of Airports Nationwide.

At the core of these missions is the Flight Inspection System (FIS) - a specialized suite of electronic equipment installed on an aircraft, designed to calibrate and evaluate the performance of navigation and landing aids to ensure compliance with international standards. The accuracy and reliability of the FIS depend heavily on the precision of aircraft position data during flight inspection activities. To meet this requirement, most FIS manufacturers, such as Airfield Technology Inc., integrate high-precision positioning systems like Differential GPS (DGPS) or GNSS-based systems with Real-Time Kinematic (RTK) capability, allowing the system to achieve the dynamic position accuracy required for valid calibration results.

Equally critical to FIS performance is the accuracy of surveyed ground data. The FIS software relies on precise positional and elevation information for key airport features, including runway thresholds, aiming points, navigational aids, and Ground Reference Systems (GRS). Inaccuracies in this foundational data can result in erroneous calibration outputs, potentially compromising flight safety.

To mitigate these risks, the ***FICG must have the capability to conduct independent and accurate geospatial data collection and validation***. This includes verifying and updating coordinates of critical ground elements—particularly in locations where existing survey data may be outdated or unreliable. The acquisition of a Global Navigation Satellite System Real-Time Kinematic (GNSS RTK) system is therefore imperative. Such a system provides centimeter-level positioning accuracy in real time, enabling the FICG to collect precise geodetic data required for both pre-inspection planning and post-inspection analysis.

Moreover, ICAO Doc 9906 – *Quality Assurance Manual for Flight Procedure Design* emphasizes the ***necessity of independently validating aeronautical data*** to confirm its accuracy, integrity, and fitness for use in flight procedure design and operational validation. This further reinforces the need to equip the FICG with the appropriate tools to independently acquire and validate surveyed data, thereby ensuring that flight inspection operations are safe, effective, and fully compliant with international standards.

2. GNSS RECEIVERS AND RTK

The term GNSS stands for Global Navigation Satellite System, and it is a general term that refers to a constellation of satellites providing signals from space that transmits positioning and timing data to GNSS receivers. GPS is the most widely used GNSS system in the world, originally developed for military use but now accessible to civilians. Other examples of GNSS include Europe's Galileo, Russia's GLONASS and China's BeiDou Navigation System.

GNSS receivers are electronic devices that receive and digitally process the signals from one or more GNSS satellite constellations in order to provide the user position, velocity and precise time. They act as the user interface to any GNSS. It measures the time it takes a signal to travel from the satellite to the receiver. The transmitted signal travels through the ionosphere and atmosphere, slowing down along the way, hence, the GNSS receiver can only calculate and determine the position with low accuracy of around 2 – 4 meters.

Real Time Kinetic (RTK) is a technology used to improve the accuracy of GNSS positioning. It solves the problem of an ordinary GNSS receiver providing accuracy up to 2cm for applications that require greater precision such as flight inspection. RTK uses fixed based stations to correct the signals. The base station is located at a point with known coordinates (datum or pre-measured point). It sends correction signals to the GNSS receiver.

3. BUDGET

Approved Budget for Contract: P3,700,000.00 (inclusive of VAT)

4. TECHNICAL SPECIFICATIONS

Under this section, the winning bidder/supplier shall provide services including but not limited to the purchase and delivery of GNSS Equipment, Software and its accessories that shall conform to the technical specifications indicated on the Approved Program of Work (POW)

5. SCOPE OF WORK/ GENERAL REQUIREMENTS

- 5.1 All GNSS units to be offered/supplied under this project must meet the highest international quality and manufacturing standards, including but not limited to ISO certifications. The winning bidder shall provide these

certificates or any documentary evidence that the GNSS units are compliant with the highest international standards focusing on ensuring quality, accuracy and consistency in the use, performance and testing of GNSS technology.

- 5.2 The Bidder/Supplier must offer/provide a GNSS brand that has been established and in operation for a minimum of 10 years. This requirement ensures the reliability, stability and proven track record of the GNSS brand, which is crucial in maintaining high standards of accuracy and dependability in our operations.
- 5.3 The Bidder/Supplier shall include the Proprietary Processing Software (License) of the GNSS brand offered with no additional cost to CAAP.
- 5.4 A minimum of four (4) -day extensive and thorough training for both GNSS units and the processing software for (9) FICG personnel shall also be included in the bid proposal with no additional cost to the procuring entity.
- 5.5 Any hardware and/or software requirement/s that may be necessary for the GNSS to work shall be provided by the winning bidder with no additional cost to CAAP.

6. BIDDER'S QUALIFICATION

- 6.1 The Bidder/Supplier must be registered with the Securities and Exchange Commission (SEC) and capable of implementing the project consistent with the primary purpose as it appears in its Article of Incorporation.
- 6.2 The Bidder/Supplier must submit a certification issued by the product manufacturer that they are a certified partner and that the manufacture shall extend direct technical support to end-user for the product being offered.

- 6.3 The Bidder/Supplier must have a local service center in the Philippines authorized by the manufacturer to perform maintenance and repair works on the products.
- 6.4 The Bidder/Supplier shall have a service technician in the Philippines trained and authorized by the manufacturer.

7. WARRANTY PROVISIONS

- 7.1 The Winning Bidder shall provide Warranty Certificate and shall warrant the Equipment to be operational and free from all defects for at least one (1) year warranty for parts, labor and maintenance of the delivered GNSS equipment which shall only commence from the date of formal acceptance of the project and this shall be covered by either retention money or a special or a special bank guarantee equivalent to two percent (2%) of the total contract price. The said amount shall be released after the lapse of the one (1) year warranty period, provided that all the terms and conditions imposed under this TOR have been fully met by the winning bidder.
- 7.1.1. During the warranty period, the winning bidder shall ensure that the GNSS equipment remains in optimal condition, fully capable of performing its intended functions.
- 7.1.2. Shipping cost of the GNSS equipment for repair shall be borne by the winning bidder.
- 7.1.3. In case of equipment pull-out, CAAP has the option to require for a service or replacement unit of the same specifications as that of the malfunctioning equipment while the faulty equipment is undergoing repair or diagnostic.
- 7.2 The Winning Bidder shall provide at least one (1) year GNSS Complete Care Package (CCP) on Firmware and Software. This shall cover all

firmware and software update/upgrades, maintenance and technical support of all GNSS equipment and its field controller.

- 7.3 At least one (1) year Complete Care Package (CCP) for the proprietary licensed processing software shall also be provided by the winning bidder that will cover updates/upgrades and maintenance of the processing software.
- 7.4 The winning bidder must submit an End-of-Life (EOL) Support Certificate or End-of-Support (EOS) Certificate issued by the manufacturer that shall guarantee that all spare parts necessary for the maintenance/repair/replacement of the equipment, software updates and technical support shall be available at least five (5) years, even after the product is no longer being manufactured.

8. SERVICE-LEVEL AGREEMENT WITHIN WARRANTY PERIOD

The winning bidder shall at all times maintain the equipment functional and in running condition by providing the post maintenance support and service.

9. PERIOD AND PLACE OF DELIVERY

- 9.1 The Winning Bidder shall supply and deliver the product at CAAP Main Office, through the Supply Division and shall be completed within Thirty (30) calendar days upon receipt of the Notice to Proceed (NTP)/Purchase Order (PO)
- 9.2 Deliveries should be made within office hours on regular working days on or before the stipulated date in the NTP/PO unless otherwise specified for valid reason why the same cannot be complied with.

10.ACCIDENT AND DAMAGES

In the period of delivery of the equipment, the CAAP shall not be responsible for any accident, death, injuries and diseases suffered by the supplier/contractor or any of its employees or laborers. Likewise, the CAAP shall not be responsible for any loss or damage of materials, tools and equipment during delivery. Damages to CAAP properties and equipment caused by the supplier/contractor shall be replaced/repared at its own expense to the satisfaction of the CAAP.

11.TERMS OF PAYMENT

11.1 Ninety-eight percent (98%) of the Contract Price shall be paid upon completion of the project as detailed below:

- 11.1.1. Supply and Delivery of GNSS Equipment, Software and its accessories
- 11.1.2. Submission of Warranty Certificate
- 11.1.3. Submission of Authorized Distributor Certificate from manufacturer
- 11.1.4. Submission of Authorized Service Center Certificate from manufacturer
- 11.1.5. Submission of Authorized Service Technician Certificate from manufacturer
- 11.1.6. Submission of End-of Life (EOL) Certificate, or End-of Support (EOS) Certificate
- 11.1.7. Submission of Certificate of Calibration from the Manufacturer
- 11.1.8. Actual GNSS Product and Processing Software Training and Demonstration
- 11.1.9. Submission of Delivery Receipt received by Supply Division

- 11.1.10. Submission of Certificate of Inspection and Acceptance issued by CAAP
- 11.1.11. Submission of Billing Statement or Sales Invoice
- 11.2 Two percent (2%) of the Contract Price shall be covered either by a retention money or special bank guarantee to cover the Supplier's warranty obligations as provided under this TOR.
- 11.3 All payments shall be inclusive of all applicable taxes.

12. LIQUIDATED DAMAGES

The Contractor shall be charged with liquidated damages as mandated by RA 9184 and its Implementing Rules in case of any delay in the implementation of the project, inclusive of duly granted extensions, if any, or fails to adhere to the warranty obligations and other relevant provisions as herein set forth.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form	49
Other Bidding Forms (ANNEX "A")	51
Other Bidding Forms (ANNEX "B")	57
Other Bidding Forms (ANNEX "C")	65

Bid Form

Date: _____
IB¹ N^o: _____

To: *[name and address of PROCURING ENTITY]*
Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;
The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and**

¹ If ADB, JICA and WB funded projects, use IFB.

execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Other Bidding Forms

(ANNEX "A")

Annex "A" Form 1 Statement of all On-going Contracts

Annex "A" Form 2 Statement of Single Largest Completed Contract

Annex "A" Form 3 Joint Resolution Form for JVA

{ATTACH COMPANY LETTERHEAD/LOGO}

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

Name of Project: _____

Location of Project: _____

Name of Company : _____
Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed	Accomplishment		Values of Outstanding Works
			Description	%			Planned	Actual	
Government									
Private									
						Total value of outstanding works			

Submitted by: _____
(Print Name & Signature)

Designation: _____

Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO}

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

Name of Project: _____
 Location of Project: _____

Name of Company : _____
 Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

Submitted by: _____
 (Print Name & Signature)

Designation: _____

Date: _____

JOINT RESOLUTION

Whereas, _____ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with office address at _____, represented herein by its _____, _____, and _____ (Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with main office address at _____, represented by herein by its _____, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:

(Name of Project / Contract)

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

- a. To appoint _____ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:
- b. That, the parties agreed to make _____ (Name of Particular Lead Partner) _____ as the Lead Partner of the Joint Venture and (Name of Authorized Officer) _____ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. _____ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
- c. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
- d. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project to the agency of the government, which in this case, the (Name of Procurement Entity);

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this _____ day of _____, 20 ____ in _____.

Name of Bidder (Lead Partner)

By: _____
Signature & Name of
Managing Officer

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

Designation / Position

Name of Bidder (Member Partner)

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the City of _____, Philippines,
this _____ day of _____, 20____ personally appeared the following persons:

NAME	Community Cert. No.	Date / Place of Issue
------	---------------------	-----------------------

Representing	to	be	the	_____	of
_____			and	_____	of
_____ respectively, known to me and					
to me known to be the same persons who executed the foregoing instrument for and in behalf					
of said corporations and who acknowledge to me that same is their free and voluntary act					
and deed as well as of the corporations which they represent, for the uses, purposes, and					
considerations therein set forth and that they are duly authorized to sign the same.					

This Instrument consists of THREE (3) pages including this page wherein this Acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereon.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date hereinafter first above written.

NOTARY PUBLIC

Doc. No. _____
Book No. _____
Page No. _____
Series of _____

Other Bidding Forms

(ANNEX “B”)

<u>Annex “B” Form 1</u>	<u>Bid Securing Declaration</u>
<u>Annex “B” Form 2</u>	<u>Schedule of Requirements</u>
<u>Annex “B” Form 3</u>	<u>Conformity to Technical Specifications</u>
<u>Annex “B” Form 4</u>	<u>Omnibus Sworn Statement</u>

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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 _____.

{ATTACH COMPANY LETTERHEAD/LOGO}

Schedule of Requirements

Item No.	Description	Quantity	Unit	Delivered, Weeks/ Months

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ATTACH COMPANY LETTERHEAD/LOGO}

Technical Specifications

Item	Specification	Statement of Compliance

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

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 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]* *[insert “as shown in the attached duly notarized Special Power of Attorney” for the 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 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;
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 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.

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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 _____

* This form will not apply for WB funded projects.

Other Bidding Forms

(ANNEX "C")

Annex "C" Form 1 Authority of Signatory (Secretary's Certificate)

**AUTHORITY OF SIGNATORY
(SECRETARY'S CERTIFICATE)**

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

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

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

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

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

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

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

—

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me this day of, 20 affiant exhibited to me his/her Community Tax Certificate No. issued on at, Philippines.

Notary Public

Until 31 December 20

PRT No.:

Doc. No. _____
Page No.: _____
Book No.: _____
Series of _____

Issued at: _____
Issued on: _____
TIN No.: _____

