

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
GOODS**

Government of the Republic of the Philippines

**SUPPLY, DELIVERY, AND
COMMISSIONING OF RUNWAY
SURFACE CONDITION MONITORING
EQUIPMENT**

**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.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR THE **SUPPLY, DELIVERY, AND COMMISSIONING OF RUNWAY SURFACE CONDITION MONITORING EQUIPMENT**

1. The Manila International Airport Authority (MIAA) through the:

Source of funding and year: CY 2023 COB
Approved Budget to the Contract (ABC): PESOS: FOUR MILLION NINE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 (Php4,933,333.33) IN PHILIPPINE CURRENCY
Procurement Project/ Identification Number: Responsibility Center Code No. 23-E12A-10605990-380

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

Lot-procurement

The MIAA, through the (please refer to the above project particulars) being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Framework Agreement:

The MIAA using: Single-year
 Multi-year for a duration of: 2 or 3 years.

Framework Agreement, through the (please refer to the above project particulars) being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.

2. The MIAA now invites bids for the above Procurement Project.

<i>Contract Duration</i>	SIXTY (60) CALENDAR DAYS
<i>Bidders should have completed</i>	refer ITB to Clause 5.3(a) from the date of submission and receipt of bids, a contract similar to the Project

Bidders should have completed, 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).

Framework Agreement

The MIAA now invites bids for the above Procurement Project.

Delivery of the Goods is required within:

expected delivery time frame
 after issuance of a Call-Off or any date determined by the PE

Bidders should have completed, within [(insert relevant period)] 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.

a. [Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 DO NOT exist:]

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

b. [Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]

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:

MIAA	Airport Operations Department	AGM FOR OPERATIOIS
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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:

<i>From</i>	<i>To</i>	<i>Time</i>
06 March 2024	27 March 2024	8:00 AM-5:00 PM
	28 March 2024	08:00 AM – 12:00NN

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 **PHP 5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person¹.

[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 **MIAA** will hold a Pre-Bid Conference² on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
March 14, 2024	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or through video conferencing or webcasting³ which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat:

<i>Mode of Bid submission</i>	<i>Last day of submission</i>	<i>Time</i>
Manual submission	28 March 2024	12:00 NN.
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.

¹ It may be presented in person, by facsimile, or through electronic means;

² May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

³ via Facebook Live at Ninoy Aquino International Airport;

9. Bid opening shall be on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
28 March 2024	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or via social media⁴. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. [n/a] *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*

11. The MIAA 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.

12. For further information, please refer to:

MS. ELSIE P. NITOLLANO
BAC Head Secretariat
Bids and Awards Committee
Nos. 88771109 Loc. 3736, 3838 and 3010
e-mail: bac@miaa.gov.ph

13. You may visit the following websites: www.miaa.gov.ph
www.philgeps.gov.ph
www.facebook.com/MIAAGovPH

For downloading of Bidding Documents:

For online bid submission: n/a

Date of Issue

MARCH 06, 2024, WEDNESDAY

RAFAEL S. REGULAR
Chairperson, MIAA Bids and Awards Committee

⁴ *ibid*;

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The MIAA wishes to receive Bids for the:

Project Name / Title	SUPPLY, DELIVERY, AND COMMISSIONING OF RUNWAY SURFACE CONDITION MONITORING EQUIPMENT
Procurement Project/ Identification number	Responsibility Center Code No. 23-E12A-10605990-380

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of:

one (1)	Refer to Terms of Reference on the SUPPLY, DELIVERY, AND COMMISSIONING OF RUNWAY SURFACE CONDITION MONITORING EQUIPMENT
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2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of: PESOS: FOUR MILLION NINE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 ONLY (PhP4,933,333.33) IN PHILIPPINE CURRENCY;

2.2. The source of funding is: CY COB 2023

n/a Early procurement activity:
a. GOCC and GFIs, the proposed Corporate Operating Budget.

NOT an early procurement activity:
a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[Select one, delete other/s]*

- n/a a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

[Select one, delete the other/s]

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- n/a b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

n/a

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *(Select either failure or monopoly of bidding based on market research conducted)*

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

[Select one, delete other/s]

n/a a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

b. Subcontracting is NOT allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]*

n/a The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]*

n/a The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the

2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 period as provided in paragraph 2 of the **IB** 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.
- 11.5. *[Include if Framework Agreement will be used:]*
 n/a Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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**.
- 12.2. *[Include if Framework Agreement will be used:]*

n/a

For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

For Framework Agreement, the following should also apply in addition to Clause 12.1:

- c. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- d. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

[Select one, delete the other/s]

a. Philippine Pesos.

b. A foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration⁵ 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 for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]*

n/a

 In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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**.

- 16.2. *[Include if Framework Agreement will be used:]*

n/a

 For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

⁵ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.

- 18.2. *[Include if Framework Agreement will be used:]*

n/a For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

n/a *Include the following options if Framework Agreement will be used:*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

n/a Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

n/a Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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. *[Include if Framework Agreement will be used:]*

n/a For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *[n/a](Include if Framework Agreement will be used:)* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} 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**.
[n/a](Include if Framework Agreement will be used:) For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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**.

[n/a] *Include the following clauses if Framework Agreement will be used:*

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause						
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Aviation Safety Project, Flood Alert System, Environmental Management System, Lighting Alert System b. Completed within the period as provided in paragraph 2 of the IB prior to the deadline for the submission and receipt of bids. 					
7.1	<p>[<u>n/a</u>] <i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p>					
12	<p>The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP98,666.67 <i>[amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP246,666.67 <i>[amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond. 					
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item</th> <th style="text-align: center;">Unit/Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Refer to Terms of Reference (TOR)</td> </tr> </tbody> </table>	Item	Unit/Quantity	1	Refer to Terms of Reference (TOR)	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[<u>n/a</u>] [In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
Item	Unit/Quantity					
1	Refer to Terms of Reference (TOR)					
20.2	<p>List here any licenses and permits relevant to the Project and the corresponding law requiring it.</p> <p>Refer to TOR</p>					
21.2	<p>[<u>n/a</u>] <i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>					

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.

n/a *Include the following clauses if Framework Agreement will be used:*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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.

n/a *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 [n/a] *{[Include if Framework Agreement will be used:]*or Framework Agreement} 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is 1. MR. ALVIN V. CANDELARIA OIC- AGOSD MIAA, OPERATIONS</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><u>[n/a]</u> <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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 Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></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> <p><u>[n/a]</u> <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. 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: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><input checked="" type="checkbox"/> <i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <u>refer to Terms of Reference (TOR).</u>”</p>
4	<p><input checked="" type="checkbox"/> The inspections and tests that will be conducted are: <u>refer to Terms of Reference (TOR).</u></p>

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1 Lot	Refer to Terms of Reference (TOR)	

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

Statement of all Government & Private Contract ongoing which are similar or not similar in nature and complexity as the Project subject of the Bidding

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Contract Effectivity
			Description	%		
Government						
Private						

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

Statement of Single Largest Contract completed within **2019-Present which are similar in nature and complexity as the Project subject of the Bidding**

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Date Completed
			Description	%		
Government						
Private						

Note: **This statement shall be supported by the following:**

- 1. Official Receipt from the owner/client or**
- 2. Certification of End-user's Acceptance or**
- 3. Sales Invoice**

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

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

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state “None”)]

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

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

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

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

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

Name:

Legal _____ capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

PRICE SCHEDULE FORM

BILL OF QUANTITIES

No.	DESCRIPTIONS	Qty.	Unit	Unit Cost	Amount
1.	<p>Supply, Delivery and Commissioning of Runway Surface Condition Measuring Equipment</p> <p>The winning bidder shall supply, deliver, install, test, and commission the following equipments specified herein below:</p>	1	Set		
	<ul style="list-style-type: none"> • Runway Surface Condition Measuring Equipment (Pls see technical specification in the TOR) 	1	unit		
	<ul style="list-style-type: none"> • On Board Viewing Unit - Tablet, 512GB storage capacity inclusive of accessories, mount pad, sim card, application capable of providing the following data/information: 	1	unit		
	<ul style="list-style-type: none"> • Software Software description - software platform shall be able to visualize and analyze measurement data from the mobile and stationary road sensor and environmental sensor data. The user interface shall be simple and intuitive, and provides all functionality purely based on html and JavaScript and runs in all modern browsers without requiring any plug-ins or extensions (Pls see technical specification in the TOR) 	1	unit		
	<ul style="list-style-type: none"> • RSCME Equipment Accessories - Protective housing with mounting flange. - Kit set for metallic magnetic bracket. - Connection cable (5 meters) complete with connector. - Cloud gate for remote data transfer. 	1	unit		
	<ul style="list-style-type: none"> • Mounting Unit Accessories: - 50” Lightbar 12V LED w/ Clear Lens 	1	unit		

	<ul style="list-style-type: none"> - Low Frequency Amplifier with Siren - Flasher Lighting System <ul style="list-style-type: none"> - Flashing Light Control module - LED type red and blue flasher light - 12V DC 				
	<ul style="list-style-type: none"> • Mounting Unit - Type : Pick-up truck (high rider) - Engine : Diesel; 4 cylinders, 16 valve DOHC variable nozzle Turbo with air-cooled intercooler - Displacement : at least 2400 cc or higher; - Max output : at least 1100 ps @3,400 Rpm - Max Torque : 400 nm/ between 1,600-2,000 rpm - Transmission : Gate type Automatic - Frame type : Chassis type - Suspension Front : Double wishbone - Suspension Rear : Leaf Spring Rigid Axle - Brakes Front : Ventilated Discs - Brakes Rear : Drum Type - Ventilation: Air-conditioned - Bed liner : With factory mounted bed liner - Matting : 3D deep dish rubber matting - Markings : Stickers and Logo requirement: must conform to ICAO prescribed markings 	1	unit		
	<ul style="list-style-type: none"> • Workstation - At least 13th Gen Intel Core i5 Processor - 512Gb M.2 PCIe SSD - 1 x HDMI 1 x DisplayPort - Gigabit LAN - 16GB DDR RAM - Integrated Intel UHD 770 Graphics - USB-A 2.0 & 3.2 Gen 1 Ports - Mouse and Keyboard - Windows 11 Pro - MS Office latest edition 	1	unit		

	- At least 23.8 inch Display Monitor - Colored printer capable for A3 paper			
	Total Amount:			

Submitted By:

Name and Signature of Authorized Representative

Name of Company

Date

General Notes:

1. All items not included in the Price Schedule Form but necessary for the completion of the project shall be supplied by the Contractor at no Cost to the MIAA.
2. Use Excel In the computation of bid prices, the centavo component must be rounded off to the nearest 2 decimal points.
3. Items and Specifications should strictly conform to the Terms of Reference.

TERMS OF REFERENCE

TERMS OF REFERENCE

SUPPLY, DELIVERY AND COMMISSIONING

OF RUNWAY SURFACE CONDITION MONITORING

EQUIPMENT

TOR – Runway Surface Condition Measuring Equipment

I. BACKGROUND OF THE PROJECT:

The Ninoy Aquino International Airport (NAIA), as a vital hub in the region, plays a pivotal role in connecting travelers and cargo to destinations worldwide. Maintaining the highest standards of safety, security, and operational efficiency is a constant priority for the airport's management and stakeholders. A critical aspect of ensuring these standards is the management of runway surface conditions, particularly during adverse weather events.

Currently, NAIA relies on conventional methods and manual assessments to monitor and manage runway surface conditions. These methods often include visual inspections, observations from air traffic control, and the deployment of ground personnel to assess and report on runway conditions. While these practices have served the airport adequately in the past, they have limitations that are becoming increasingly evident:

1. **Safety Concerns:** Runway surface conditions can change rapidly during adverse weather, posing a potential risk to aircraft operations. Relying solely on visual inspections and human assessments may not provide the timely and accurate data needed to ensure safety.

2. **Operational Disruptions:** Weather-related disruptions, such as snow, ice, and heavy rain, can lead to flight delays, cancellations, and operational downtime. These disruptions not only inconvenience passengers but also have financial implications for airlines and the airport itself.

3. **Regulatory Compliance:** The aviation industry is subject to strict regulatory standards and reporting requirements, especially regarding runway surface conditions. Accurate and timely reporting is essential to meet these obligations.

Considering these challenges and the airport's commitment to continuous improvement, it has become imperative to invest in advanced Runway Surface Condition Monitoring Equipment. Such equipment will leverage cutting-edge technology to provide real-time and accurate data on runway conditions, including temperature, friction coefficients, moisture levels, and contaminants like snow and ice.

This project represents a strategic initiative by NAIA to enhance its operational resilience, safety standards, and overall efficiency. It aligns with the airport's mission to provide a safe and seamless travel experience for passengers and cargo operators, even in adverse weather conditions.

By procuring and deploying Runway Surface Condition Monitoring Equipment, NAIA seeks to not only meet international aviation safety standards but also position itself as a leader in airport operations within the region. This project underscores the airport's dedication to improving safety, maintaining operational continuity, and enhancing the overall passenger and airline experience.

II. OBJECTIVE:

The objective of this project is to acquire advanced Runway Surface Condition Monitoring Equipment (RSCME) for the Ninoy Aquino International Airport (NAIA). The RSCME system aims to enhance the airport's operational safety, improve runway maintenance practices, and optimize decision-making processes by providing accurate, real-time data on runway surface conditions. The selected RSCME shall be capable of complying with International Civil Aviation Organization (ICAO) standards on Global Reporting Format (GRF), facilitating seamless integration into existing airport infrastructure, and enabling NAIA to maintain a proactive and efficient approach to runway management.

Key Objectives:

- 1. Safety Enhancement:** The primary goal of acquiring the Runway Surface Condition Monitoring Equipment is to enhance the safety of aircraft operations at NAIA. The system will provide continuous and precise information about runway surface conditions, including the presence of contaminants, water, rubber deposits, or other potential hazards. Timely and accurate data on runway conditions will empower air traffic controllers, pilots, and MIAA as an airport operator to make informed decisions, ensuring safer takeoffs, landings, and taxiing maneuvers, especially during adverse weather conditions.
- 2. Improved Runway Maintenance:** The RSCME will assist MIAA in implementing proactive and effective runway maintenance practices. By continuously monitoring the runway surface conditions, the airport maintenance team can identify areas requiring attention promptly. This capability will help prioritize maintenance efforts, promptly address potential issues, and reduce downtime for runway cleaning and repair, ultimately leading to increased runway availability and reduced operational disruptions.
- 3. Compliance with International Standards:** The selected Runway Surface Condition Monitoring Equipment shall meet or exceed the relevant international aviation standards, including those established by the International Civil Aviation Organization (ICAO) and the Civil Aviation Authority of the Philippines (CAAP). Compliance with these standards ensures that the RSCME system aligns with best practices in aviation safety and runway management, while also enabling seamless collaboration with other ICAO-compliant airports worldwide.
- 4. Real-time Data and Integration:** The RSCME system shall provide real-time data on runway surface conditions, accessible through an intuitive and user-friendly interface. The system should be capable of integration with existing airport systems, including air traffic control, meteorological services, and other relevant stakeholders. The availability of instant and integrated data will enhance the efficiency of decision-making processes, enabling swift responses to changing runway conditions and facilitating smoother coordination among airport personnel.

By achieving these objectives, the acquisition of an advanced Runway Surface Condition Monitoring Equipment for NAIA will strengthen the airport's commitment to safety, operational efficiency, and compliance with international aviation standards. The RSCME system will play a crucial role in elevating NAIA's reputation as a premier international airport, capable of providing a secure and reliable aviation experience for passengers and airlines alike.

Key Characteristics:

Mobile Sensor for Runway Condition Assessment

ICAO Global Reporting Format Compliant (GRF) to provide Digital Runway Condition Report (RCR)

Parameters Measured:

- Road/Runway Condition (dry, moist, wet, slush, chemically wet)
- Road/Runway Surface Temperature
- Ambient Temperature
- Water Film Height up to 6mm
- Dew point temperature
- Relative Humidity
- Friction (calculated)

The equipment and software must be fully compliant with the latest ICAO GRF regulations by providing the Runway Condition Report (RCR) in the ICAO prescribed GRF format.

III. SCOPE OF WORK

The project includes the furnishing of runway surface measuring equipment, parts, labor, tools, equipment, system, software, licenses, accessories, mounting unit, on-board viewing unit, base station and other engineering services necessary for the completion of the project Supply, Installation, Testing and Commissioning of Runway Surface Condition Measuring Equipment. This shall include but not be limited to the following:

- Plotting and configuration of NAIA runway and taxiway layout to the application system.
- Activation and Installation of Runway Surface Measuring application /software.
- Compatibility of future integration of Apron Management System and with other airport systems.
- Installation of Uninterrupted Power Supply (UPS), workstations, large screen monitoring and display panels and other accessories needed for viewing the RSCME reading.

- Field testing and checking of the RSCME in accordance with the standard operating procedures including all required GRF reporting functions as ICAO requirements.
- The supply includes all other materials, equipment, systems, peripherals, or other incidental expenses not listed in project but necessary for the completion and commissioning of the project.
- Five (5) days training for MIAA AGOSD and Aerodrome Safety personnel.
- Commissioning, acceptance and turn-over of the project. ✓

The Scope of Work shall not in anyway limit the true intent of the project, it shall be the responsibility of the winning bidder to incorporate any works or other incidental expenses that the winning bidder deems necessary to satisfy the true intent of the project to the best engineering standards and practices. All works, materials and components which are not specifically mentioned herein but are necessary for proper installation and operations of the RSCME shall be identified as furnished by the contractor at no cost to the procuring entity.

IV. APPROVED BUDGET FOR THE PROJECT

The approved budget for the project amount to Five Million Pesos (Php 5,000,000.00) inclusive of VAT and all applicable government taxes.

V. DELIVERABLES

- (1 set) Runway Condition Monitoring Equipment

Specification:

Dimension	Approximate: Height 110mm x width 200mm x depth 100mm
Weight	Approximate: 1,500 grams
Standard Storage temperature	Approximately: -40 to +70 degrees Celsius
Operating temperature range	Approximately: -40 to + 60 degrees Celsius
Operating relative humidity	<95% RH (non-condensing) 0-100 % RH (condensing)
Operating voltage	At least 10-28 Volt DC on the sensor
Power Consumption	Approximately 3VA without heating; 50 VA with heating
Interface	Compatible with: RS 485; 2 wire; half duplex; Bluetooth; Controller Area Network (CAN)
IP Rating	Must be IP 68 rated
Detectable Road Surface Condition	Must be able to detect dry, damp, moist, wet, slush, chemically wet road surface condition
Layer Thickness	Must be capable with water, snow & ice
Accuracy	On Road Surface Temperature: ± 0.8 degrees Celsius @ 0 degrees Celsius Water film height: $\pm 10\%$

TOR – Runway Surface Condition Measuring Equipment

Light Source	LED
Material Enclosure	Aluminum Housing with plastic cover
Measurement Distance	1 meter
Measurement Technology	Optical Spectroscopic principle, LED Transmitter, Pyrometer
Parameters Measured	Road Surface Condition: dry, damp, moist, wet, slush, chemically wet
	Road Surface Temperature
	Ambient Temperature
	Water Film Height up to 6mm
	Dew Point Temperature
	Relative Humidity
	Friction (calculated)
Measuring Range	Road Surface Temp.: Approx. -40 to + 70 degrees Celsius
	Ambient Temp.: Approx. -40 to + 70 degrees Celsius
	Relative Air Humidity: Approx. 0-100 %
	Relative humidity above road surface: Approx. 0-100 %
	Dew point temp.: Approx. -50 to +60 degrees Celsius
	Water film height: Approx. - 0-6,000 μ m
	Ice percentage: Approx. 0-100 %
	Friction: Approx. 0-1
Resolution	Road surface temperature: 0.1 degrees Celsius
	Ambient temperature: 0.1 degrees Celsius
	Relative air humidity: 1%
	Relative humidity above road surface: 0.1%
	Dew point temp.: 0.1 degrees Celsius
	Water film height: 1 μ m
	Ice percentage: 1%
	Friction: 0.01
Road storage temp:	Approximately between -40 to +70 degrees Celsius
Temperature Accuracy	Should be ± 0.5 degrees Celsius from 40 km/h
Temperature range	Should be between -40 to +70 degrees Celsius
Temperature resolution	Approximately 0.1 degrees Celsius
Weight	Not lower than 1.5kls.

- **On Board Viewing Unit**

One (1) unit Tablet, 512GB storage capacity inclusive of accessories, mount pad, sim card, application capable of providing the following data/information:

- a. Runway/Road Conditions
- b. Dry
- c. Moist
- d. Chemical Contamination
- e. Relative Humidity
- f. Friction

Key Features

- a) Ease of monitoring due to its mobile and portable feature.
- b) With a minimum capability to do 100 runway/road condition measurement at a rate of 10 Hertz
- c) Measurement of data output must support UMB ASCII- protocols
- d) Can be installed at vehicles with variable heights not to exceed 2 meters above the runway surface.
- e) Mounting unit and accessories shall be included.
- f) Must be mobile, portable preferably plug and play
- g) Capable of real time thermal mapping and analysis
- h) Data transfer, wired or wireless

o **On Board Viewing Unit Specification:**

Technical Specification

Mounting Pad	Heavy duty 4 hole drill in mount tablet base with adjustable aluminum metal arm
Onboard Video Monitor	Liquid Retina XDR display
	12.9-inch (diagonal) mini-LED backlit Multi-Touch display with IPS technology
	2D backlighting system with 2,596 full-array local dimming zones
	2732-by-2048-pixel resolution at 264 pixels per inch (ppi)
	Pro Motion technology
	Fingerprint-resistant oleophobic coating
	Antireflective coating
	SDR brightness: 600 nits max
	XDR brightness: 1,000 nits max full screen, 1,600 nits peak
	1,000,000:1 contrast ratio
	Chip: 8-core CPU with 4 performance cores and 4 efficiency cores; 10-core GPU; 16-core Neural Engine; 100GB/s memory bandwidth; 8GB RAM
	Media engine: Hardware-accelerated H.264, HEVC, ProRes, RAW Video and decode engine and encode engine
Camera	Pro camera system: Wide and Ultra Wide cameras; Wide: 12MP, f/1.8 aperture; Ultra Wide: 10MP, f/2.4 aperture, and 125° field of view; 2x optical zoom out; Digital zoom up to 5x; Panorama (up to 63MP); Sapphire crystal lens cover; Smart HDR 4; Photo geotagging; Image formats captured: HEIF and JPEG

Video Recording	4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps; 1080p HD video recording at 25 fps, 30 fps, or 60 fps 720p HD video recording at 30 fps 2x optical zoom out with audio zoom Slo-mo video support for 1080p at 120 fps or 240 fps Video formats recorded: HEVC and H.264
Video Calling:	Yes
Audio Calling:	Yes
Speakers:	Four speaker audio
Microphone:	Five studio-quality microphones for calls, video recording, and audio recording
Cellular and Wireless	Wi-Fi 6E (802.11ax) with 2x2 MIMO; speeds up to 2.4 Gbps; Simultaneous dual band; Bluetooth 5.3
Wi-Fi + Cellular models:	5G (sub-6 GHz) with 4x4 MIMO; Gigabit LTE
Wi-Fi + Cellular support:	GPS/GNSS and Cellular
SIM Card:	Yes; Supports Nano and eSim
Sensors:	Face ID; LiDAR Scanner; Three-axis gyro ;Accelerometer; Barometer; Ambient light sensor
Face ID:	Enabled by TrueDepth camera for facial recognition; Unlock technology; Secure personal data within apps
Charging / Expansion:	Thunderbolt / USB 4 port
Display:	Supports one external display with up to 6K resolution at 60Hz; Thunderbolt 3 digital video output; Native DisplayPort output over USB-C; VGA, HDMI, DVI, and Video mirroring and video out support through USB-C Digital AV Multiport Adapter.
Power and Battery:	Built-in 40.88-watt-hour rechargeable lithium-polymer battery
Operating System:	Powerful features and built-in apps designed to take advantage of the unique capabilities.
Accessibility:	Built-in accessibility features supporting vision, mobility, hearing, and cognitive disabilities.
Multiple Language Support	Yes with QuickType keyboard support with autocorrection with multilingual input; dictation languages
Video Playback	Supported formats include HEVC, H.264, and ProRes; HDR with Dolby Vision, HDR10, and HLG
Audio Playback:	Supported formats include AAC, MP3, FLAC, Dolby Digital, Dolby Digital Plus, and Dolby Atmos; Spatial Audio playback; User-configurable maximum volume limit

Viewable document types:	jpg, .tiff, .gif (images); .doc and .docx (Microsoft Word); .htm and .html (web pages); .key (Keynote); .numbers (Numbers); .pages (Pages); .pdf (Preview and Adobe Acrobat); .ppt and .pptx (Microsoft PowerPoint); .txt (text); .rtf (rich text format); .vcf (contact information); .xls and .xlsx (Microsoft Excel); .zip;
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- **Software**

Software description - software platform shall be able to visualize and analyze measurement data from the mobile and stationary road sensor and environmental sensor data.

The user interface shall be simple and intuitive, and provides all functionality purely based on html and JavaScript and runs in all modern browsers without requiring any plug-ins or extensions.

- Browser based GUI, compatible with all modern browsers.
- Responsive layout.
- Role based user rights management.
- Multiple language support (English).
- User Timezone selection data is always shown in user's timezone settings.
- Supports and capable of feeding report with stationary and mobile stations.
- Supports communication protocol on meteorological sensors like UMB binary protocol version 1.0
- Clean user interface-display selection via side bar and main menu, details and settings via context sensitive popup menu
- Map (OSM) based display of Runway Sensor sites, with optional grouping / subgrouping of Runway Sensor sites, with pan and zoom functionality.
- Site icon color indicating status (ok/warning/alarm/communication error)
- Group table with current/latest measure values from all Runway sensor sites of a group ✓

Station view with latest measure values displayed in table and gauges. optional cam picture(s). Navigate overtime or select data from a date/time picker to show cam picture(s) and measure values for a specific time.

- Line diagrams and color coded "status diagrams" (for values like road condition and precipitation type) navigate over time or select a date from calendar to view data from a specific day.
- Reports with monthly statistics
- Customizable display (user based)
- Complex, rule-based plausibility checking of measure values, including (but not limited to) range violation, values that are constant for an extended period of

time, values that change to rapidly, implausible combination of results (e.g., "rain" at temperatures below a threshold, precipitation when precipitation intensity is 0 etc.)

- Gritting recommendation model calculation (if applicable)
- Automatic, time and event triggered data export (CSV / FTP)
- Manual / ad hoc data export (CSV) via GUI
- Can be used to calculate and document the "runway condition code" (RCC) status for runways.

- **RSCME Equipment Accessories**

- Protective housing with mounting flange.
- Kit set for metallic magnetic bracket.
- Connection cable (5 meters) complete with connector.
- Cloud gate for remote data transfer.

- **Mounting Unit Accessories:**

- 50" Lightbar 12V LED w/ Clear Lens
 - Meets SAE Class 1 specifications
 - Front and rear operation with remote control
 - Optional Scan-Lock flash patterns
 - Pattern override feature
 - Low power operation
 - With nine or six diode Linear-LED corners
 - Black polycarbonate base
 - With extruded aluminum platform for long life dependability
 - Center dividers with LIM (Liquid Injection Molded) seals protect internal components from water infiltration
 - Each model has one or two sealing points, ensuring lightbar integrity in all weather conditions
 - Hard-coated lenses minimize environmental damage from sand, sun, salt, and road chemicals
 - Point to point wiring between the I/O board and each light head allows for easy reconfiguration
 - Advanced Thermal Design reduces the stress on LEDs during extended dwell time
 - Easily serviceable in the field
 - 15' passenger side exit cable
 - Optional Photocell automatically dims the lightbar at night while still meeting SAE Class 1 requirements
 - 12 Volts DC
 - Size: 2-1/4 (57mm) H x 12" (304mm) D

- **Low Frequency Amplifier with Siren**
 - Power control center and switch
 - Howler Controller
 - Amplifier Control Module, Flashing Outputs, includes 3 CAN ports, and controls up to 99 Devices/Remote modules
 - ODBI Canport cable kit -connect canbus to core controller
 - Transit Gateway Installation Kit
 - Siren Speaker for Core Controller
 - All weather nylon composite black housing with front loaded, powder coated speaker driver
 - Meets SAE Class A requirements when paired with 100-watt siren amplifier
 - Optimum performance assured when used with the high-power electronic sirens
 - True tone quality and wider/higher frequency response than speakers of comparable size
 - Universal mounting bracket, plush specific vehicle brackets available
 - At least 2.80 inch (70mm) in depth
 - 123dB speaker, nylon composite
 - Tri color linear flasher
 - Hand Control Module – can be used as microphone, Control lights and siren.
 - Includes Handheld Combination microphone and controller, 5 position progressive Light/Siren Control, 9 push buttons and a microphone extension cable.
 - With 8 different tone durations, 7.5-60 seconds
 - Uses the primary siren speaker output wires and divides the frequency to one of three frequency bands via Scan-Lock buttons. Selections are 1/3 tone, 1/2 tone, or a composite of both.
 - 12V DC
 - Input: 8 amps with (1) 100-watt speaker and 16 amps with (2) 100-watt speakers
 - Speaker Weight: not more than 3kg

- **FLASHER LIGHTING SYSTEM**
 - Flashing Light Control module
 - LED type red and blue flasher light
 - 12V DC

- **Mounting Unit**
 - Type : Pick-up truck (high rider)
 - Engine : Diesel; 4 cylinders, 16 valve DOHC variable nozzle
Turbo with air-cooled intercooler
 - Displacement : at least 2400 cc or higher;
 - Max output : at least 1100 ps @3,400 Rpm
 - Max Torque : 400 nm/ between 1,600-2,000 rpm
 - Transmission : Gate type Automatic

TOR – Runway Surface Condition Measuring Equipment

- Matting : 3D deep dish rubber matting
- Markings : Stickers and Logo requirement: must conform to ICAO prescribed markings
- **Workstation**
 - At least 13th Gen Intel Core i5 Processor
 - 512Gb M.2 PCIe SSD
 - 1 x HDMI | 1 x DisplayPort
 - Gigabit LAN
 - 16GB DDR RAM
 - Integrated Intel UHD 770 Graphics
 - USB-A 2.0 & 3.2 Gen 1 Ports
 - Mouse and Keyboard
 - Windows 11 Pro
 - MS Office latest edition
 - At least 23.8 inch Display Monitor
 - Colored printer capable for A3 paper

VI. DELIVERY PERIOD AND PLACE OF DELIVERY

The winning bidder shall deliver to MIAA Property Warehouse all the hardware, software components, mounting unit and accessories of the project within Sixty (60) calendar days from receipt of the Notice To Proceed (NTP).

VII. BIDDER'S ELIGIBILITY REQUIREMENTS

1. The Manufacturer of the Runway Surface Condition Monitoring Equipment must have five (5) years of track record in the manufacture of runway surface condition monitoring equipment or similar technology.
2. The manufacturer/prospective bidder must have delivered same type of equipment to other airport/s. The runway surface condition monitoring equipment being offered must be in accordance with the ICAO Annex 14 requirement on Global Reporting Format (GRF).
3. The prospective bidder must submit a Certification issued by the runway surface condition monitoring equipment manufacturer that it has delivered in an airport within the last five (5) years.
4. The prospective bidder must submit a Certification that the runway surface condition monitoring equipment that they offer was able to share real-time data with the office-based workstation.
5. The prospective bidder must submit the Certificate of Exclusive Distributorship and Authorized After-Sales Service from the manufacturer of the runway surface condition monitoring equipment valid for at least 5 years after from the bidding date.
6. The manufacturer and authorized distributor of the runway surface condition monitoring equipment must be ISO 9001:2015 Certified.
7. The Bidder or Manufacturer should have completed within the last five (5) years similar contract or related to the project (i.e. aviation safety project, flood alerting system, environmental management and lightning alert system) on which the value must be equivalent to fifty(50%) percent of the project cost.

VIII. GENERAL CONDITIONS

1. The project shall not in any way limit the true intent of the project. It shall be the responsibility of the bidder/vendor to incorporate any works or other incidental expenses that the Vendor deems necessary to satisfy the true intent of the project to the best engineering standards and practices. Work shall include the furnishing of materials, parts, labor, tools, equipment, and other technical services necessary for the project.
2. Should the Vendor fail or refuse to complete the delivery within the stipulated period (or any extension granted by the MIAA for a justifiable reason), the Vendor undertakes to pay the MIAA Liquidated Damages (LD) in an amount equivalent to one tenth (1/10 of one percent (1%) of the total Contract Price per day of delay. The Liquidated Damages shall start from the end of the delivery period (or end of any extension granted by the MIAA) and shall end up until the issuance of the Certificate of Acceptance.
3. MIAA need not prove that it has incurred actual damages to be entitled to the liquidated damages. Such amount shall be deducted from any money due or which may become due to the Vendor or collected from any securities or warranties posted by the Vendor, whichever is convenient to MIAA. In no case shall the total sum of the contract price, in which event MIAA shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
4. Tools, equipment and technical supervision necessary for the satisfactory completion of the project shall be the responsibility of the Supplier. Materials, tools and other miscellaneous items needed for the satisfactory result and acceptance of the project shall be the Vendor's responsibility at no cost to the Authority.

IX. TERMS AND CONDITIONS

- 1) The winning bidder must be able to deliver the unit within sixty (60) calendar days upon receipt of the Notice to Proceed.
- 2) The winning bidder shall conduct hands-on training/tutorial/familiarize the AGOSD (ASEM personnel) with the technical aspects relevant to the operation and maintenance of the unit/s delivered to MIAA and submittal of Operation and Maintenance Manual prior to issuance of certificate of acceptance by the end-user.
- 3) The winning bidder shall include in their bid all incidental costs such as shipping/freight, insurance from port of origin to Philippine port to MIAA (in case of imported or completely/semi- built-up units), taxes and other charges.
- 4) The winning bidders shall provide a technical support team composed of engineer or technician that can respond within four (4) hours should the end-user encounter technical problem while in operation.

- 5) The winning bidder shall have a technical support team duly certified by the product manufacturer duly trained and knowledgeable in the operation, trouble shooting and calibration of the unit.
- 6) The winning bidder shall also assume the acquisition of the Compulsory Third Party Liability (CTPL) insurance from the GSIS for registration purposes.
- 7) The winning bidder shall also assume the cost and responsibility of having the vehicles registered with the Land Transportation Office (LTO).
- 8) Cost of comprehensive insurance shall be for the account of the MIAA.
- 9) The winning bidder shall undertake the preventive maintenance servicing of the mounting unit for One (1) year, to be carried out at the dealership;
 - (a) Remind the MIAA of the scheduled PMS and provide the same with the cost of the service.
 - (b) Only Original Equipment Manufacturer parts and recommended materials/supplies shall be supplied.

X. WARRANTY AND AFTER -SALES SUPPORT

- (a) Three (3) years warranty on the product delivered and workmanship defects from the date of acceptance inclusive of one (1) year Defects Liability Period.
- (b) Spare parts, calibration and software updates guaranteed for five (5) years.
- (c) Equipment, sensors, and other components must be replaced within 10 calendar days from the time defect was reported.
- (d) Any defective component or material shall be replaced with new one during the warranty period.
- (e) Warranty on Support services shall include the following:
 - On-site Technical Assistance
 - Free calibration by a manufacturer certified calibration team trained to perform annual calibration of the device, sensors and software for a period of five (5) years.
 - The Supplier shall provide technical assistance for troubleshooting, repair, maintenance and performance monitoring as required by the end user.
 - The supplier shall provide off-site technical support service coverage that will allow access to experts and resources via telephone or web services (emails, chat) for the purpose of issue identification and resolution relative to the units provided.
- (f) General Advisory Assistance

The Supplier shall offer advisory services at no additional cost to the Authority that may be requested by MIAA or initiated by the supplier on non-service-related concerns such as: product orientations and innovations, industry best practices, briefings, etc.

(g) Level of Service and Coordination Procedures

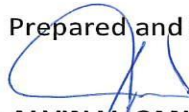
The supplier shall provide notification in writing of the schedule of its regular support hour as well as after hours, weekends and holidays and to prescribe in detail the response time and procedures required in conducting on-site and off-site services associated with the maintenance and support requirement of the equipment provided.

MIAA shall promptly notify the Supplier in writing of any claims for repair/replacement of units arising under the responsibility of the Supplier. Upon receipt of such notice, the supplier shall, within (14) calendar days, repair or replace the defective units or part thereof without cost to MIAA.

XI. TERMS OF PAYMENT

Payment shall be made within ninety (90) calendar days upon full delivery, installation and testing commissioning of the unit and issuance of acceptance by the MIA Authority.

Prepared and Submitted by:



ALVIN V. CANDELARIA

OIC, Airport Ground Operations and Safety Division
conc. OIC, Airport Operations Department

Recommending Approval:



RAFAEL S. REGULAR

OIC, Office of the Senior Assistant General Manager
conc. OIC, Office of the AGM for Operations

20 FEB 2024
Approved by:



ERIC JOSE CASTRO INES
General Manager

FEB 21 2024

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 Pictures/Brochures, Literature and/or Description of the Equipment to be used, 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.

