

BIDDING DOCUMENTS

**SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF
INITIAL AND FINAL SECURITY CHECK
TYPE DUAL VIEW BAGGAGE X-RAY AND
WALK-THRU METAL DETECTOR
FOR THE OFFICE FOR
TRANSPORTATION SECURITY**

PUBLIC BIDDING NO: 21-079-10

**Sixth Edition
July 2020**

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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

**INVITATION TO BID
FOR THE
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF
INITIAL AND FINAL SECURITY
CHECK TYPE DUAL VIEW BAGGAGE X-RAY MACHINE AND WALK-THRU METAL
DETECTOR FOR OFFICE FOR TRANSPORTATION SECURITY
PUBLIC BIDDING NO. 21-079-10**

FUNDING SOURCE: GAA 2019

1. The *Office for Transportation Security*, through the Government Appropriations Act CY 2019 intends to apply the sum of *Php 19,743,360.00* being the Approved Budget for the Contract (ABC) to payments under the contract for *the Supply, Delivery, Installation, Testing and Commissioning of initial and Final Security Check Type Dual View Baggage X-Ray Machine and Walk-Thru Metal Detector for the Office for Transportation Security* under *Public Bidding No. 21-079-10*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	INITIAL AND FINAL SECURITY CHECK TYPE DUAL VIEW BAGGAGE X-RAY MACHINE AND WALK-THRU METAL DETECTOR	₱19,743,360.00	₱2,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within *five (5) years* prior to the date of submission and receipt of bids, a contract similar to the Project.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	May 28, 2021
Issuance and Availability of Bid Documents	May 28, 2021
Pre-Bid Conference	June 4, 2021; 10:00 A.M.
Last day of Submission of Written Clarification	June 8, 2021
Last day of Issuance of Bid Bulletin	June 11, 2021
Deadline for Submission	June 18, 2021; 10:00 A.M.
Opening of Bids	Immediately after the Deadline of Submission of Bids

3. The *Office for Transportation Security, through its procuring agent, Procurement Service* now invites bids for the above Procurement Project. Completion of the Works is required *within 210 calendar days upon issuance of the Notice to Proceed*. Bidders should have completed 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).
4. 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 5183 and subject to Commonwealth Act 138.
5. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier's Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The PROCUREMENT SERVICE will hold a Pre-Bid Conference on **4 June 2021; 10:00 A.M.** which shall be open to all interested parties. Pursuant to the General Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: meet.google.com/hxe-pwrn-sjk for online access via Google Meet.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **18 June 2021; 10:00 A.M.** at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the General Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: meet.google.com/ypp-qnsp-ymn for online access via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

8. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd Floor of the Procurement Service.
9. The PROCUREMENT SERVICE reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

Bids and Awards Committee X
Procurement Service
RR Road, Cristobal St., Paco, Manila
8290-6300 loc.8032
pd5@ps-philgeps.gov.ph

(SGD)
ENGR. JAIME M. NAVARRETE JR
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Procurement Service - DBM* wishes to receive Bids for the *Supply, Delivery, Installation, Testing and Commissioning of Initial and Final Security Check Type Dual View Baggage X-Ray and Walk-Thru Metal Detector for the Office for Transportation Security* under a RA 9184, with Public Bidding No. **21-079-10**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GAA through the source of funding as indicated below for **2019** in the amount of **₱19,743,360.00**

2.2. The source of funding is:

GoP Office for Transportation Security

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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:

Subcontracting is not allowed.

- 7.2. 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 as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Contracts similar to those classified as Baggage X-Ray Machines.</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>				
7.1	<i>Subcontracting is not allowed.</i>				
12	The price of the Goods shall be quoted DDP <i>Office for Transportation Security</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012
	1	Initial and Final Security Check Type Dual View Baggage X-Ray and Walk-Thru Metal Detector	₱ 394,867.20	₱ 987,168.00	Please see Section VIII attached as Annex "H"
15	<p>Each Bidder shall submit one (1) original and Two (2) copy of the first and second components of its bid.</p> <p>The duplicate- <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>				
19.3	The lots and references are:				
	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	
	1	1 Lot	Initial and Final Security Check Type Dual View Baggage X-Ray and Walk- Thru Metal Detector	₱ 19,7430,360.00	

20.2

Documents, licenses and permits required.

For purposes of Post-qualification the following document(s) shall be required:

1. Income Tax Returns for year 2020 (BIR Form 1701 or 1702).
2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the months of October 2020 to March 2021.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021) subject to validation and verification.

3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
4. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable.

In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

5. Updated PhilGEPS Certificate of Registration (Platinum Membership), in the event that the PhilGEPS Certificate and the annexes submitted during Opening of Bids is not updated.

The Following requirement in the Terms of Reference should be submitted together with the above items:

6. At least two letters/ certification from current/ previous clients for satisfactory delivery of goods/ services
7. Delivered units must be brand new as certified by the manufacturer.
8. Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any for the importation and delivery of the items to the site.

	<p>9. Supplier’s Certificate of Undertaking that the following documentation shall be submitted during delivery:</p> <ol style="list-style-type: none"> a. Operating Instruction in English b. Operator Training Instruction or Electronic Copy in English c. Technical Manual in English d. Certification of Test, Inspection and Conformance from the manufacturer e. Preventive Maintenance Schedule <p>10. Bidder’s Certification of an established/existing in-country Maintenance and After Sales Service representative for the last five (5) years, qualified service Technician certified by the Manufacturer.</p> <p>11. Certification of the availability of spare parts within the next ten (10) years from the delivery and acceptance both from the Manufacturer and the local representative.</p> <p>12. Supplier’s Certificate of undertaking to conduct all the required technical training as specified in Section VII. Technical Specification.</p> <p>13. Certification from the manufacturer that the items being offered are brand new.</p> <p>14. Manufacturer’s Certification of the after sales service and availability of spare parts and consumables of the same or better version/specification after delivery and acceptance for the next ten (10) years.</p> <p>15. Manufacturer’s Certification of the availability of major spare parts for immediate use and replacement of reported defective unit within the warranty period.</p> <p>16. Certification from the Manufacturer that the bidder has good business relationship or track record with the manufacturer for the last five (5) years.</p> <p>17. List of existing service center/s in the Philippines with a list of factory trained service technicians and must also provide list of technicians for each item and list of service technicians.</p> <p>18. The Bidders must provide a preventive maintenance schedule and a detailed list of the technical skills, computer hardware, and software tools required.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21.1	No further instructions.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause																							
1	<p>The Project Sites are:</p> <p>Supply, Delivery, Installation, Testing and Commissioning of Initial and Final Security Check Type Dual View Baggage X-ray Machine</p> <p style="text-align: center;">Iloilo International Airport Iloilo Airport Access Road, Cabatuan 5031, Iloilo</p> <p>Supply, Delivery, Installation, Testing and Commissioning of Walk-Thru Metal Detector</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 70%; text-align: center;">AIRPORT</th> <th style="width: 30%; text-align: center;">QTY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Tacloban Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Puerto Princesa International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Caticlan International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Iloilo International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Kalibo International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Mactan-Cebu International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Bohol-Panglao International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Siargao Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">General Santos International Airport</td> <td style="text-align: center;">1 unit</td> </tr> <tr> <td style="text-align: center;">Laguindingan International Airport</td> <td style="text-align: center;">1 unit</td> </tr> </tbody> </table> <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>	AIRPORT	QTY	Tacloban Airport	1 unit	Puerto Princesa International Airport	1 unit	Caticlan International Airport	1 unit	Iloilo International Airport	1 unit	Kalibo International Airport	1 unit	Mactan-Cebu International Airport	1 unit	Bohol-Panglao International Airport	1 unit	Siargao Airport	1 unit	General Santos International Airport	1 unit	Laguindingan International Airport	1 unit
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[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: **JOE MARK ANCHETA**

Office for Transportation Security
Aurora Boulevard, Pasay City
Contact No. 091556485274

Incidental Services –

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

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

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.

Packaging –

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

	<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	Please refer to Terms of Reference
4	<i>Not Applicable</i>

Section VI. Schedule of Requirements

LOT	QTY	ITEM/DESCRIPTION	DELIVERY PERIOD
1	1 lot	INITIAL AND FINAL SECURITY CHECK TYPE DUAL VIEW BAGGAGE X-RAY MACHINE AND WALK-THRU METAL DETECTOR	Within Two Hundred Ten (210) Calendar Days from the effective date indicated in the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

LOT NO. 1	:	Initial and Final Security Check Type Dual View Baggage X-Ray and Walk-Thru Metal Detector
QUANTITY	:	1 Lot
APPROVED BUDGET PER UNIT	:	₱ 19,743,360.00
APPROVED BUDGET FOR THE CONTRACT	:	₱ 19,743,360.00

LOT NO.	ITEM NO.	AGENCY SPECIFICATION	BIDDER'S STATEMENT OF COMPLIANCE
1	1	Initial and Final Security Check Type Dual View Baggage X-Ray <i>*Conforms to the attached OTS Terms of Reference</i>	Brand: _____ Model: _____
	2	Final Security Check Type Dual View Baggage X-Ray <i>*Conforms to the attached OTS Terms of Reference</i>	Brand: _____ Model: _____
	3	Final Security Check Type Dual View Baggage X-Ray <i>*Conforms to the attached OTS Terms of Reference</i>	Brand: _____ Model: _____

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name
of Authorized Representative

Date



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
OFFICE FOR TRANSPORTATION SECURITY

TERMS OF REFERENCE

Supply, Delivery, Installation, Testing and Commissioning of Initial and Final Security Check Type Dual View Baggage X-ray Machine and Walk-Thru Metal Detector for the Office for Transportation Security (OTS)

I. BACKGROUND/RATIONALE

DUAL VIEW X-RAY MACHINES

Over the next several years, the Office for Transportation Security (OTS) will likely face continuing challenges to address the projected growth in passenger airline travel while maintaining and improving upon the efficiency and effectiveness of passenger screening operations. Thus it is reasonable to procure new units of Security Screening Equipment that is competitive with the fast changing technology.

1. Replacement of ageing equipment.
2. Replacement of grandfathering Single View X-ray Machine until with at least Dual View X-ray Machines for Class 1 Airports (International Airport) per US Transportation Security Administration (TSA) Bulletin
3. Deployment of the additional Security Screening Equipment (SSE) due to increased passenger traffic and expansion of passenger terminal facilities.

WALK THRU METAL DETECTOR

1. Replacement of advanced technology metal detector with multiple detection zone capability which indicates the exact location of threat metallic object with visible light indicator.

II. DEFINITION OF TERMS AND ACRONYMS

- a. **Dual View** – provides security screening personnel with the ability to see 2 views from scanning the object just once.
- b. **Walk Thru Metal Detector** – utilize magnetic fields to detect metal that passes through them

III. PROJECT REQUIREMENT

A. TECHNICAL SPECIFICATIONS

Item No. 1: Initial Security Check Point Dual View X-Ray

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
Operator Image Analysis	<p>Must have automatic threat and contraband detection of suspicious explosives and drugs (operator assist software or equivalent): <i>(Capability to directly indicate and recognize, in real time, potential explosives and drugs. This is threat identification operator alert software package that automatically screens for potential explosives and other threats by utilizing advanced material classification and atomic density analysis by drawing a marking around the area of suspicion. If multiple threats are perceived in a single image, the system will draw multiple markings in the suspect areas. The Operator assist software is designed to assist vigilant operators in locating and identifying threats)</i></p>
	<p>Must have automatic dense area detection capability to automatically identify dense area and apply high penetration feature only to the dense area of the bag: <i>(This is to detect hidden objects behind dense material. The detected area is analyzed by means of special enhancement filter software. The dark area is highlighted locally.)</i></p>
	<p>Material classification: <i>Recognition of items inside a piece of luggage by distinguishing material of different origins. Material information is evaluated by means of the multi-energy method, where high and low energy radiation signals obtained after penetration of the object are compared. The classification of materials is done according to the atomic number of the materials. In general, organic substances are represented as orange, indeterminate items are green while inorganic/metallic objects are represented as blue</i></p>
Operational Penetration & Sensitivity	<p>Minimum Penetration (Manufacturer's Test Piece): (28) mm steel (view 1 and View 2)</p>
	<p>Minimum Resolution (wire recognition):36 AWG wire</p>
	<p>Duty cycle: 100%, no warm-up procedure required</p>
Video Display	<p>Must be capable of real time image scrolling: <i>(As the bag passes through the x-ray beam, the bag image is constructed on the monitor and appears scrolling visually in the same direction as the conveyor movement. No delay of scanned image in the monitor.)</i></p>
	<p>Minimum Display Technology: TFT/LCD/LED Monitors</p>
	<p>Minimum Monitor Size: 19-inch TFT/LCD/LED Monitor</p>
Computer Specifications	<p>System controller with built-in media bay to house various data storage modules:</p> <ol style="list-style-type: none"> The main hard drive should have a minimum of 500GB. USB Port 2.0/3.0 for downloading scanned images. Operating system must be free and Open Source (LINUX).
Health and Safety	<p>Must comply with published international health and safety standards: <i>[Must comply with published international health and safety standards including the U.S. F.D.A. Centre for Devices and Radiation Health Standards for Cabinet X-Ray Devices (Federal Standard 21-CFR 1020.40) and/or any European equivalent standard and specifications]</i></p>
	<p>System should be provided with emergency stop buttons on both ends with cover. Emergency stop is also available in the controlled keyboard.</p>

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
	Maximum Radiation Dose Per Inspection: Not More Than
	Leakage radiation: below 5uSv/h (0.5mR/h) <i>(Radiation emitted shall not exceed an exposure of 0.5 mill roentgen in one hour at any point five centimeters outside the external surface)</i>
	Systems should be provided with "System Energized" and "X-Ray On" indicators at both ends of the X-Ray tunnel and on the operator Workstation
	Film safety guaranteed up to ISO 1600 (33 DIN)
	System shall be manufactured in an ISO 9001: 2008 (Quality Management System) and ISO 14001: 2004 + Cor 1: 2009 (Environmental Management System) Certified facility.
Operating Environment	MUST be designed to operate under actual Philippine atmospheric conditions
	Humidity: Up to 90% Non-condensing;
	Operating Temperature: Up to 40°C;
	Storage Temperature: Up to 50°C.
Electrical/ Power	Power Supply: Must be designed to operate at 220VAC 60 Hz
X-Ray Generators	Beam Directions: Downward and Sideward (Dual View)
	Anode voltage minimum: 160 kV cp (operated)
	Cooling/housing- Hermetically or Di-electric sealed oil bath/single tank for each generator
	Protection: Over Voltage/ Over Current/ Over Temperature
Detection System	Multi Energy: (2 detector arrays; high and low energy)
	No. of photo diodes (x-ray detectors): minimum of 2300 photo diodesx 2 sets (dual view) for better image resolution.
Physical	Minimum Tunnel Size: <ul style="list-style-type: none"> • Width 1000 mm. • Height 1000 mm.
	Minimum System Dimensions: <ul style="list-style-type: none"> • Width 1500 mm. • Length 3000 mm. • Height 1500 mm.
	Maximum Conveyor Height: 400mm
	Conveyor Load: Conveyor must support a minimum load of 200 kg evenly distributed
	Conveyor Speed: Minimum of 0.20 meters per second in both directions;
	Conveyor Direction: Bi-Directional conveyor;
	Conveyor Motor: Sealed drum, maintenance free
	Conveyor Type: Belt
	Keyboard type: Push Button type only. Track ball and touch pad not acceptable.
	Entry Roller: 1 meter

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
Mandatory Functions (must be included in the offer):	Exit Roller: 2.0 meters with stopper
	The system shall be mounted on heavy-duty castors for ease of movement.
	It shall be fixed in place by means of adjustable screw jack levelling feet.
	Function that allows insertion of date/time, luggage counter, user ID number, luggage marking system, review feature, programmable priority keys.
	Function that allows electronic step less zoom enlargement up to 64x, pixel interpolation, permanent display of a miniature image overview with zoom positioning.
	Function that allows review of minimum 5 images of previously scanned objects at real time. Image processing functions can be operated simultaneously.
	Function that facilitates the identification of low absorbing objects.
	Negative image function.
	Function that suppresses all non-organic material from the image. Objects made of organic material are emphasized.
	Function that suppresses all organic material from the image. Objects made of non-organic material are emphasized.
	Function that allows X-ray operators to select a range of absorption. Only objects whose absorption degrees are within the selected range are displayed. They must be displayed with highly increased contrasts while all other objects are suppressed.
	Color imaging function of the X-ray machines must be limited to only three (3) colors (orange, green and blue) representing material classification to conform with existing operator training
	Function that supports the operator in evaluating X-ray images with optimum contrast throughout the image, improving recognition of single objects like plastic weapons, explosives and drugs. Such objects must be clearly identified even if they are covered by metal sheets.
	Function that automatically alerts screeners of the presence of high absorbing material by drawing a mark around such objects.
	Function that further refines detection of organic materials with the automatic detection of organic substances with relative atomic numbers (Z_{eff}) 7, 8 and 9 where Z_{eff} is equal to: 7 – Water, Plastic Explosives; 8 – Impure drugs; and 9 – Pure Drugs
One button image magnification to fit screen size.	
Function which allows users to save, archive, and organize X-Ray images.	

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
	Function which allows users to select and print on any standard printer any saved images.
	Function that allows the alarm system to be triggered by suspicious baggage or which can be initiated by the operator to identify suspicious baggage emerging from the inspection chamber
	Threat image projection: system that projects fictional threats on a random basis over real X-ray images of scanned baggage. System must allow for configuration by high level users, where parameters such as type of threats, frequency of projection, etc. can be configured.
	Networking support - The system must be ready for integration into such network solutions that allow for: <ul style="list-style-type: none"> a. image evaluation at remote workstation b. central image data archive c. centralized system management server d. threat image projection and operator training system
	Function which provides self-diagnostics. Must have self-diagnostics which allows users to monitor their machine health status, thus greatly increasing the system lifespan.
Regulatory Approvals	The system/technology equipment/model must be included in the “TSA or ECAC QUALIFIED TECHNOLOGIES LIST” which means that it has undergone formal TSA/ECAC sponsored test process and have been deemed qualified for screening operations.
Documentation	The supplier/major manufacturer shall provide the following items with each x-ray unit:
a. Operating Instructions	The supplier/major manufacturer or distributor shall supply with each x-ray unit an operator’s manual that shall contain at least the following information: <ul style="list-style-type: none"> a. The purpose of the x-ray unit. b. A description of operator controls. c. A listing of the operating features. d. A description of the capabilities and principles of x-ray screening. e. A block diagram showing the major internal functional components.
b. Operator Training Instructions & USB/CD-ROM	A training package shall be supplied to provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening with the x-ray unit. The training package shall include operator’s manual.

Initial Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
c. Technical Manual in English	A technical manual shall be provided which contains all of the information that could be required by a technician to install, troubleshoot, maintain, and repair the equipment to the component level.
d. Certifications of Test, Inspection, & Conformance	The supplier/manufacturer shall provide a certification of all mandatory tests, test procedures, testing laboratories, compliance to required standards, a record of the test results for the x-ray unit.
e. Preventive Maintenance Schedule	The supplier/manufacturer shall provide a quarterly preventive maintenance schedule.
Manufacturer's Warranty	Minimum two (2) years on parts and labor including peripherals & accessories
	In addition to the Two (2)-year warranty: <ul style="list-style-type: none"> • supply full technical support • within 48-hour turnaround time on all repairs
On-site Installation	On-site delivery and installation of the equipment
Constant Voltage Transformer (CVT)	Minimum of 5KVA with surge protection
Uninterruptible Power Supply(UPS)	Minimum of 5kVA, Input voltage: 220 VAC, Output Voltage: 220VAC+/- 2%, Input Range: 165-275 VAC
	Minimum of 30-minutes back-up time <ul style="list-style-type: none"> • With full operational load – 10mins • With load on standby mode – 30mins
In-Country Services/ Maintenance	Must have an established/existing reliable in-country Maintenance and After Sales Service for the last five (5)years with qualified service technician certified by the Manufacturer.
Availability of spare parts	Must certify/undertake to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative
Training programs with Training Manual	Must provide comprehensive formal training for twenty (20) OTS X-ray technicians/personnel for three (3) days per type of equipment.
	Must provide On-site Operator's Training programs upon delivery of the equipment
	Must provide 1 st level maintenance and troubleshooting training programs upon delivery of the equipment
	On-the-job training system module.
Operator Console with Operator Chair	Ergonomically designed operator console, easy to manipulate and heavy duty bar-stool type chair, non-gas-lift (fixed type), non-swivel and without armrest/backrest

Item No. 2: Final Security Check Point Dual View X-Ray

Final Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
Operator Image Analysis	<p>Must have automatic threat and contraband detection of explosives and drugs (operator assist software or equivalent): <i>(Capability to directly indicate and recognize, in real time, potential explosives and drugs. This is threat identification operator alert software package that automatically screens for potential explosives and other threats by utilizing advanced material classification and atomic density analysis by drawing marking around the area of suspicion. If multiple threats are perceived in a single image, the system will draw multiple markings in the suspect areas. The Operator assist software is designed to assist vigilant operators in locating and identifying threats.)</i></p>
	<p>Must have automatic dense area detection capability to automatically identify dense area and apply high penetration feature only to the dense area of the bag: <i>(This is to detect hidden objects behind dense material. The detected area is analyzed by means of special enhancement filter software. The dark area is highlighted locally.)</i></p>
	<p>Material classification: <i>Recognition of items inside a piece of luggage by distinguishing material of different origins. Material information is evaluated by means of the multi-energy method, where high and low energy radiation signals obtained after penetration of the object are compared. The classification of materials is done according to the atomic number of the materials. In general, organic substances are represented as orange, indeterminate items are green while inorganic/metallic objects are represented as blue</i></p>
Operational Penetration & Sensitivity	<p>Minimum Penetration (Manufacturer's Test Piece (MTP): 35 mm steel (View 1 and view 2)</p>
	<p>Minimum Resolution (wire recognition): 36 AWG wire</p>
	<p>Duty cycle: 100%, no warm-up procedure required</p>
Video Display	<p>Must be capable of real time image scrolling: <i>(As the bag passes through the x-ray beam, the bag image is constructed on the monitor and appears scrolling visually in the same direction as the conveyor movement. No delay of scanned image in the monitor.)</i></p>
	<p>Minimum Display Technology: TFT/LCD/LED Monitors</p>
	<p>Minimum Monitor Size: 19-inch TFT/LCD/LED Monitor</p>
Computer Specifications	<p>System controller with built-in media bay to house various data storage modules:</p> <ol style="list-style-type: none"> The main hard drive should have a minimum of 500GB. USB Port 2.0/3.0 for downloading scanned images. Operating system must be free and Open Source (LINUX).
Health and Safety	<p>Must comply with published international health and safety standards: <i>(Must comply with published international health and safety standards including the U.S. F.D.A. Centre for Devices and Radiation Health Standards for Cabinet X-Ray Devices (Federal Standard 21-CFR 1020.40) and/or any European equivalent standard and specifications)</i></p>
	<p>System should be provided with emergency stop buttons on both ends with cover. Emergency stop is also available in the controlled keyboard.</p>
	<p>Maximum Radiation Dose Per Inspection: Not More Than 0.5mR</p>
	<p>Leakage radiation: below 5uSv/h (0.5mR/h) <i>(Radiation emitted shall not exceed an exposure of 0.5 mill roentgen in one hour at any point five centimeters outside the external surface)</i></p>

Final Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
	Systems should be provided with "System Energized" and "X-Ray on" indicators at both ends of the X-Ray tunnel and on the operator Workstation
	Film safety guaranteed up to ISO 1600 (33 DIN)
	System shall be manufactured in an ISO 9001: 2008 (Quality Management System) and ISO 14001: 2004 + Cor 1: 2009 (Environmental Management System) Certified facility.
Operating Environment	MUST be designed to operate under actual Philippine atmospheric conditions
	Humidity: Up to 90% Non-condensing;
	Operating Temperature: Up to 40°C;
	Storage Temperature: Up to 50°C.
Electrical/ Power	Power Supply: Must be designed to operate at 220VAC 60 Hz
X-Ray Generators	Beam Direction: Upward and Sideward (Dual View)
	Anode voltage minimum: 160 kV cp (operated)
	Cooling/housing - Hermetically or Di-electric sealed oil bath/single tank for each generator.
	Protection: Over Voltage/ Over Current/ Over Temperature
Detection System	Multi Energy (2 detector arrays; high and low energy)
	No. of photo diodes (x-ray detectors): minimum of 1400 photo diodes x 2 sets (dual view)
Physical	Minimum Tunnel Size:
	<ul style="list-style-type: none"> • Width 600 mm • Height 400 mm.
	Minimum System Dimensions:
	<ul style="list-style-type: none"> • Width 1000 mm. • Length 2000 mm. • Height 1000 mm
	Maximum Conveyor Height: 900mm
	Conveyor Load: Conveyor must support a minimum load of 130 kg evenly distributed;
	Conveyor Speed: Minimum of 0.20 meters persecond in both directions;
	Conveyor Direction: Bi-Directional conveyor;
	Conveyor Motor: Sealed drum, maintenance free
	Conveyor Type: Belt
	Keyboard type: Push Button type only. Track ball and touch pad not acceptable.
	Conveyor tunnel guard mounted at the entry and exit points
	Entry Roller: 1 meter,
	Exit Roller: 2.0 meters with stopper
	The system shall be mounted on heavy-duty castors for ease of movement.

Final Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
	It shall be fixed in place by means of adjustable screw jack levelling feet.
Mandatory Functions (must be included in the offer):	Function that allows insertion of date/time, luggage counter, user ID number, luggage marking system (acoustic), display of operating mode, review feature, programmable priority keys.
	Function that allows electronic step less zoom enlargement up to 64x, pixel interpolation, permanent display of a miniature image overview with zoom positioning.
	Function that allows review of minimum 5 images of previously scanned objects at real time. Image processing functions can be operated simultaneously.
	Function that facilitates the identification of low absorbing objects.
	Negative image function.
	Function that suppresses all non-organic material from the image. Objects made of organic material are emphasized.
	Function that suppresses all organic material from the image. Objects made of non-organic material are emphasized.
	Function that allows X-ray operators to select arrange or absorption. Only objects whose absorption degrees are within the selected range are displayed. They must be displayed with highly increased contrasts while all other objects are suppressed.
	Color imaging function of the X-ray machines must be limited to only three (3) colors (orange, green and blue) representing material classification to conform with existing operator training
	Function that supports the operator in evaluating X-ray images with optimum contrast throughout the image, improving recognition of single objects like plastic weapons, explosives and drugs. Such objects must be clearly identified even if they are covered by metal sheets.
	Function that automatically alerts screeners of the presence of high absorbing material by drawing a mark around such objects.
	Function that further refines detection of organic materials with the automatic detection of organic substances with relative atomic numbers (Z_{eff}) 7, 8 and 9 where Z_{eff} is equal to: 7 – Water, Plastic Explosives; 8 – Impure drugs; and 9 – Pure Drugs
	One button image magnification to fit screen size.
	Function which allows users to save, archive, and organize X-Ray images.

Final Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
	Function which allows users to select and print on any standard printer any saved images.
	Function that allows the alarm system to be triggered by suspicious baggage or which can be initiated by the operator to identify suspicious baggage emerging from the inspection chamber
	Threat image projection: system that projects fictional threats on a random basis over real X-ray images of scanned baggage. System must allow for configuration by high level users, where parameters such as type of threats, frequency of projection, etc. can be configured.
	Networking support - The system must be integrated into such network solutions that allow for: <ul style="list-style-type: none"> a. image evaluation at remote workstation b. central image data archive c. centralized system management server d. threat image projection and operator training system
	Function which provides self-diagnostics. Must have self-diagnostics which allows users to monitor their machine health status, thus greatly increasing the system lifespan.
Regulatory Approvals	The system/technology equipment/model must be included in the “ TSA or ECAC QUALIFIED TECHNOLOGIES LIST ” which means that it has undergone formal TSA/ECAC sponsored test process and have been deemed qualified for screening
Documentation	The supplier/manufacturer shall provide the following items with each x-ray unit:
a. Operating Instructions	The supplier/manufacturer or distributor shall supply with each x-ray unit an operator’s manual that shall contain at least the following information: <ul style="list-style-type: none"> a. The purpose of the x-ray unit. b. A description of operator controls. c. A listing of the operating features. d. A description of the capabilities and principles of x-ray screening. e. A block diagram showing the major internal functional components.
b. Operator Training Instructions and USB/CD-ROM	A training package shall be supplied that will provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening with the x-ray unit. The training package shall include operator’s manual.

Final Security Check Point Dual View X-Ray	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
c. Technical Manual in English	A technical manual shall be provided which contains all of the information that could be required by a technician to install, troubleshoot, maintain, and repair the equipment to the component level.
d. Certifications of Test, Inspection, and Conformance	The supplier/manufacturer shall provide a certification of all mandatory tests, test procedures, testing laboratories, compliance to required standards, a record of the test results for the x-ray unit.
e. Preventive Maintenance Schedule	The supplier/manufacturer shall provide a quarterly preventive maintenance schedule.
Manufacturer's Warranty	Minimum Two (2) years on parts and labor
	In addition to the Two (2)-year warranty:
	<ul style="list-style-type: none"> • supply full technical support, • a 48-hour turnaround time on all repairs
On-site	On-site delivery and installation of the equipment
Constant Voltage Transformer (CVT)	Minimum of 5KVA with surge protection
Uninterruptible Power Supply(UPS)	Minimum of 5kVA, Input voltage: 220 VAC, Output Voltage: 220VAC+/- 2%, Input Range: 165-275 VAC
	Minimum of 30 minutes back-up time <ul style="list-style-type: none"> • With full operational load – 10mins • With load on standby mode – 30mins
In-Country Services/ Maintenance	Must have an established/existing reliable in-country Maintenance and After Sales Service for the last five (5) years with qualified service technician certified by the Manufacturer.
Availability of spare parts	Must certify/undertake to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative
Training programs with Training Manual	Must provide comprehensive formal training for twenty (20) OTS X-ray technicians/personnel for three (3) days per type of
	Must provide On-site Operator's Training programs upon delivery of the equipment
	Must provide 1 st level maintenance and troubleshooting training programs upon delivery of the equipment
	On-the-job training system module.
Operator Console with Operator High Chair	Ergonomically designed operator console, easy to manipulate and heavy duty bar-stool type chair non-gas-lift (fixed type), non-swivel and without armrest/backrest

Item No. 3: WALK-THRU METALDETECTOR

WALK-THRU METALDETECTOR	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENTS
A. FEATURES	
a. General	The walk-through metal detector must be able to precisely detect magnetic, nonmagnetic, and mixed alloy weapons, guns, knives and other flat and rod-shaped weapons
	The detector must reduce to a minimum, if not totally eliminate, the number of false alarms caused by personal effects such as keys, coins, jewelry, belt buckles, pens, etc. It will minimize alarms caused by external electrical and electro-magnetic interference and vibration
b. Minimum Internal Dimensions	<ul style="list-style-type: none"> • Height: 2000 mm • Width: 2000 mm • Depth: 500 mm
c. Multi-zone	It must be equipped with no less than twenty (20) zones of detection, covering full height of the instrument
	Each detection zone must be capable of performing independently of each other.
	It must be able to monitor the left, center and right side of a person while the vertical zone will determine the height at which a weapon is concealed.
d. PC connectivity	Availability of at least the RS- 232 interface to allow connectivity to PC
e. Zone Display	A full-length vertical display pinpoints the location of the detected metal object(s) being carried through the gate.
	If multiple metallic objects are detected, the Zone Display will simultaneously illuminate in the zones corresponding to where the objects are detected.
f. Walking Speed Compensation	The metal detector maintains a consistent sensitivity over a wide range of walking speeds. Weapons can be reliably detected over a range of walking speed from 0.10 m/sec to 5.0m/second
g. Continuously Active	The metal detector must be continuously active. At no time must it possible to toss, pass or slide a weapon through undetected.
	There must be no photoelectric, infrared, or other non-manufacturer issued device that can be used to enable and disable the detection circuitry and thus mask the impact of external interference,
h. Multiple Unit Operation	The metal detector must allow two or more detectors to operate in close proximity.

WALK-THRU METALDETECTOR	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENTS
i. ThroughputRate	Minimum 25 people per minute
B. CONTROLS & PROGRAMMIN	
a. Calibration	No calibration must be required or it must have automatic calibration feature, if calibration is necessary for the WTMD
	All functions should be programmable and controlled by a microprocessor
b. AccessCode Protection	Access code protection which eliminates any unauthorized tampering with parameters. Authorized personnel can change the access code.
c. Programs	The Metal detector should have a minimum of Twenty (20) detection programs designed to meet a wide assortment of different detection criteria including International Security Standards.
d. Adjustable Sensitivity	The detector should have a wide range of sensitivity setting and fine tuning, zone wise sensitivity setting required
e. Alarm	Alarm for detection of metal masses (automatic or manual reset), sabotage or internal auto-diagnostics
	Acoustic and/or optical alarm which displays the detected object's mass
	Must have a programmable random-select alarm
f. Counter	Intelligent bidirectional traffic counter
g. Diagnostics	The unit must have a comprehensive self-diagnostics system which continuously monitors the unit's operation to alert the operator of fault conditions. Functional test and adjustment of threshold values by means of corresponding accessories kit (Operator's Test Piece) must be included.
C. TECHNICAL DATA	
a. Interference Rejection	The Metal Detector must have excellent immunity to outside interference.
	The unit must not indicate false alarm due to electromagnetic interference from electronic equipment such as x-ray machines, computer units, CCTV monitors.
b. Electrical	Power supply: 100-240VAC, 50-60 Hz, with internal battery back-up capacity for 4 hours minimum runtime
c. Operating Temperature	Must operate in temperatures of up to 65°C and up to 95% non-condensing humidity
D. COMPLIANCE TO INT'L STANDARDS	
a. International Security Standards	Conforms to the current International Security Standards for Walk-Through Metal Detectors

WALK-THRU METALDETECTOR	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENTS
b. Safety Standards	Conforms to all safety standards for airports. The detector must not expose (1) any sharp corners or edges that can puncture, cut, or tear the skin or clothing or injure persons coming in contact with the detector, (2) external wires, connectors, and cables, except the power cable or (3) loose covers and cowlings.
	Safe for wearers of pacemakers or other vital support systems, pregnant women and magnetic storage media (floppy disks, audio cassettes, video cassettes and similar) (EN50364)
	System must be manufactured in an ISO 9001:2000 Certified facility
	Federal Communications Commission Class B Standards (and/or any European equivalent standard and specifications) for noise emission from electrical equipment
c. Certifications & Compliance	International Standards relating to Electrical Safety and Electromagnetic Compatibility <ul style="list-style-type: none"> • NIJ-0601.02 standard compliant • Harmless to magnetic media and safe for human exposure and medical devices such as pacemakers
E. DOCUMENTATION	The supplier/ manufacturer must provide the following list of deliverable items with each detector:
a. Operating Instructions in English	The supplier/manufacturer or distributor must supply with each detector an operator's manual that must contain at least the following information: <ol style="list-style-type: none"> a. The purpose of the detector b. A description of operator controls c. A listing of the operating features d. A description of the detection principles and detector capabilities e. A block diagram showing the major internal components
b. Operator Training Instructions or Electronic copy	A training package must be supplied that will provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening with the detector. The training package must include an audio/video in electronic copy or an operator's manual.
c. Technical Manual in English	A technical manual must be provided which contains all of the information that could be required by a technician to troubleshoot, maintain, and repair the equipment to the component level.

WALK-THRU METALDETECTOR	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENTS
d. Technical Training Manual or Electronic Copy	A self-study training package must be provided for use by site maintenance technicians. The training package must consist of an audio/video electronic copy or a technical manual that provides detailed explanations of theory and/or maintenance procedures.
e. Technical Specifications	The supplier/manufacturer must provide a detailed listing of all relevant specifications of the detector which must include at a minimum: <ul style="list-style-type: none"> a. Detector object size class b. Mechanical drawings of the detector with dimensions in metric units. c. Mass of the detector. d. Allowable range of AC line power supply voltage. e. Battery type, quantity and life. f. Maximum magnetic field strength that can be found on the detector surface. g. If applicable, operating frequency and, if applicable, modulation parameters. h. If applicable, pulse repetition rate, pulse duration, and pulse transition duration. i. Operating ambient temperature range.
f. Certifications of Test, Inspection, & Conformance	The supplier/manufacturer must provide a certification of all mandatory tests, test procedures, testing laboratories, compliance to required standards, a record of the test results for the detector, as applicable.
g. Suggested Maintenance Schedule	The supplier/manufacturer must provide a preventive maintenance schedule and a detailed list of the technical skills, computer hardware, and software tools required.
h. Installation Instructions	The supplier/manufacturer must provide detailed instructions for the location and installation of the walk-through metal detector. The supplier/manufacturer must also provide instructions for battery installation and specify the type and quantity of batteries required.
F. INSTALLATION	On-site delivery and installation of the equipment
G. WARRANTY	Supplier must repair, correct or replace any defect of any nature that may occur for a period of two (2) years from the date of acceptance / completion. The supplier's onsite technician must attend to the site immediately upon receipt of any reported trouble / faults. If there is no onsite technician provided, the supplier must attend to the site within two (2) hours upon receipt of the reported trouble/ faults. The defect for minor repair must be corrected within four (4) hours while, for major repair

WALK-THRU METALDETECTOR	
PERFORMANCE CRITERIA	MINIMUM REQUIREMENTS
	must be corrected within a reasonable time but must not exceed three (3) calendar days. For this purpose, the supplier must maintain sufficient stock of spare parts to allow immediate repair or replacement of defective equipment including service unit per type of equipment. Waiting for manufacturers to replace or repair equipment must not be acceptable. The contractor/supplier/manufacturer warrants that the products it supplies/manufactures must meet the requirements of the buyer, and any services it provides must be of good workmanship and provided by qualified personnel.
H. TRAINING PROGRAMS	Must provide comprehensive formal training for twelve (12) OTS technicians/personnel for one day
	Must provide On-site Operator's Training programs upon delivery of the equipment
	Must provide 1st level maintenance and troubleshooting training programs upon delivery of the equipment

B. ADDITIONAL PROJECT REQUIREMENTS

1. Delivered units must be brand new as certified by the manufacturer.
2. The delivery time (to deliver the instrument after the issuance of the *Notice to Proceed* [NTP]) shall be within two hundred ten (210) calendar days at the *Office for Transportation Security*, Pasay City or at Supplier's designated warehouse for purposes of inspection and acceptance of delivery including the date of installation of equipment (not more than 30 days) up to the final delivery site. After inspection and acceptance, the delivery at site per attached Delivery Schedule shall be for the account of the Supplier.
3. Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any for the importation and delivery of the items to the site.
4. Supplier's Certificate of Undertaking that the following documentations shall be submitted during delivery:
 - a. Operating Instruction in English
 - b. Operator Training Instruction or Electronic Copy in English
 - c. Technical Manual in English
 - d. Certification of Test, Inspection and Conformance from the manufacturer
 - e. Preventive Maintenance Schedule
5. Bidder's Certification of an established/existing in-country Maintenance and After Sales Service representative for the last five (5) years, qualified service technician certified by the Manufacturer.
6. Certification of the availability of spare parts within the next ten (10) years from the delivery and acceptance both from the Manufacturer and the local representative.

7. Supplier's Certificate of undertaking to conduct all the required technical training as specified in Section VII. Technical Specification.
8. Certification from the manufacturer that the items being offered are brand new.
9. Manufacturer's Certification of the after sales service and availability of spare parts and consumables of the same or better version/specification after delivery and acceptance for the next ten (10) years.
10. Manufacturer's Certification of the availability of major spare parts for immediate use and replacement of reported defective unit within the warranty period.
11. Certification from the Manufacturer that the bidder has good business relationship or track record with the manufacturer for the last five (5) years.
12. List of existing service center/s in the Philippines with a list of factorytrained service technicians and must also provide list of technicians for each item and list of service technicians
13. The Bidders must provide a preventive maintenance schedule and a detailed list of the technical skills, computer hardware, and software tools required.
14. At least two letters/ certification from current/ previous clients for satisfactory delivery of goods/ services.

C. SIMILAR CONTRACT

- Similar contracts shall refer to any contract for Baggage X-ray Machines

D. SCHEDULE OF REQUIREMENTS

DISTRIBUTION AIRPORTS	DELIVERY PERIOD
Supply, Delivery, Installation, Testing and Commissioning of Initial and Final Security Check Type Dual View Baggage X-ray Machine Iloilo International Airport Iloilo Airport Access Road, Cabatuan 5031 Iloilo 2 units (1 for ISCP; 1 for FSCP)	Within Two Hundred Ten (210) Calendar Days upon receipt of Notice to Proceed (NTP).

Supply, Delivery, Installation, Testing and Commissioning of Walk-Thru Metal Detector

AIRPORT	QTY
Tacloban Airport	1 unit
Puerto Princesa International Airport	1 unit
Caticlan International Airport	1 unit
Iloilo International Airport	1 unit
Kalibo International Airport	1 unit
Mactan-Cebu International Airport	1 unit
Bohol-Panglao International Airport	1 unit
Siargao Airport	1 unit
General Santos International Airport	1 unit
Laguindingan International Airport	1 unit

Within Two Hundred Ten (210) Calendar Days upon receipt of Notice to Proceed (NTP).

IV. APPROVED BUDGET FOR THE CONTRACT

V. PROJECT IMPLEMENTATION TIMELINE

ACTIVITY	May 2021	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Preliminary Meeting										
Pre Procurement										
Advertisement										
Prebid Conference										
Response to Bidder's Clarification and Posting of Bid Bulletin										
Deadline of Submission of Bids and Bid Opening										
PSDBM TWG Evaluation										
Joint Post Qualification										
PSDBM BAC Resolution Recommending Award										
Notice of Award										
Contract										
Notice to Proceed										
Delivery (210 CDs):										
Inspection										
Installation										
Commissioning										

VI. RESPONSIBILITIES

A. Responsibility of the Supplier

The SUPPLIER'S liability shall be as provided by the laws of the Republic of the Philippines. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the SUPPLIER to the OTS shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of defective equipment.

B. Responsibility of OTS

Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

VII. TERMS OF PAYMENT

Advance Payment – No advance payment shall be allowed under this contract;

On Delivery – Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of receipt of the Goods and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations;

On Installation and Commissioning – Fifteen percent (15%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of installation of the Goods and upon submission of relevant documents in accordance with the prevailing accounting and auditing rules and regulations including corresponding service/testing report or equivalent;

On Acceptance – The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations.

VIII. WARRANTY AND GUARANTEE REQUIREMENTS

WARRANTY AND SUPPORT SERVICES (SLA)

- a. The system shall have two (2) years of hardware, software and labor warranty. This shall include a quarterly preventive maintenance service for the duration of the warranty period.
- b. Bidder shall include 24 x 7 technical support with a twenty-four (24) hour response time upon receipt of call, for troubleshooting purposes.
- c. Bidder shall provide advanced replacement of defective equipment.
- d. Bidder shall have a help desk system in place to accommodate support requests and issue service tickets that can be referenced to obtain status updates and reports until resolution of the issue.
- e. Bidder shall provide on-site support at no charge should an issue not be remotely resolvable.
- f. Bidder shall issue a warranty certificate deemed to commence after the date of issuance of Certificate of Completion and Acceptance per site

IX. LIQUIDATED DAMAGES

Subject to GCC Clauses 18 and 22, if the SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in Contract inclusive of duly granted time extensions if any, the OTS shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the OTS shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it. Further, the claim for the liquidated damages shall be due without the need for demand.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
and
- (g) 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**
- (h) Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of

bid submission; **and**

- (k) 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

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

or

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

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Bid Form

Date: _____
 Invitation to Bid No: PB No. 21-079-10

To: **PS-DBM BAC X Chairperson**
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Deliver, Installation, Testing and Commissioning of **INITIAL AND FINAL SECURITY CHECK TYPE DUAL VIEW BAGGAGE X-RAY MACHINE AND WALK-THRU METAL DETECTOR** for Office for Transportation Security in conformity with the said Bidding Documents.

LOT NO.	ITEM NO.	QTY/UNIT	ITEMS/DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1 Lot		Initial and Final Security Check Type Dual View Baggage X-Ray and Walk-Thru Metal Detector		
	1	1 Unit	<ul style="list-style-type: none"> • Initial Security Check Type Dual View Baggage X-Ray 		
	2	1 Unit	<ul style="list-style-type: none"> • Final Security Check Type Dual View Baggage X-Ray 		
	3	10 Units	<ul style="list-style-type: none"> • Walk-Thru Metal Detector 		
TOTAL LOT BID PRICE					

TOTAL LOT BID PRICE IN WORDS: _____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*

Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices for Goods Offered From Abroad

Name of Bidder: _____ PB No. **21-079-10** Page ___ of ___

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices For Goods Offered From Within the Philippines

Name of Bidder: _____

PB No. **21-079-10**

Page ___ of ___

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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;
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;
11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____

E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE
BID**

This is to certify that _____ (company) _____ has the following completed contracts for the last five (5) years.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor

Name and Signature of
Authorized Representative

Date

Instructions:

- a) Cut-off date as of:
 - (i) **Up to the day before the deadline of submission of bids.**
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Paper Products”**

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: “Supply and Delivery of Paper Products”*

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the “Agreement”), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as “_____”;

(Henceforth collectively referred to as the “**Parties**”)

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “_____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____(indicate also the Province in the case of Municipality_____, this _____ day of _____(month & year)_____ personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

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At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called “the Supplier”) has undertaken, in pursuance of Notice of Award No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called “the Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 21-079-10*

To: ***Procurement Service***
PS Complex, RR Road
Cristobal St., Paco, Manila

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of 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 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared 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].

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

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At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S.
 PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ (month & year) _____ personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

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