



**PROVISION OF BAGGAGE
SECURITY SCREENING
MACHINE OPERATORS
FOR PHILIPPINE PORTS
AUTHORITY HEAD
OFFICE, PORT
MANAGEMENT OFFICES
AND TERMINAL
MANAGEMENT
OFFICES/PORTS**

**BID DOCS
ASD-084-2023**

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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.



INVITATION TO BID

FOR THE PROVISION OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS FOR PHILIPPINE PORTS AUTHORITY HEAD OFFICE, PORT MANAGEMENT OFFICES AND TERMINAL MANAGEMENT OFFICES/ PORTS

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2023, intends to apply the sum of ₱ 114,555,931.70 being the Approved Budget for the Contract (ABC) to payments under the contract for the **Provision of Baggage Security Screening Machine Operators for Philippine Ports Authority Head Office, Port Management Offices and Terminal Management Offices/Ports (ASD-084-2023)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Contract Duration is one (1) year which shall commence upon receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184). Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **16 March 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand (P50,000.00) Pesos**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **24 March 2023 at 10:00 a.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **12 April 2023 at 1:00 p.m.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **12 April 2023 at 2:00 p.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 Revised IRR of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

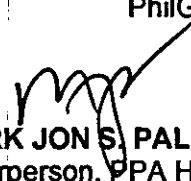
For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 8 527-47-35

8 527-83-56 to 83 loc. 539

PPA Website: www.ppa.com.ph

PhilGEPS Website: www.philgeps.gov.ph



MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards
Committee for the Procurement of Goods and
Consultancy Services (HO-BAC-PGCS)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the **Provision of Baggage Security Screening Machine Operators for Philippine Ports Authority Head Office, Port Management Offices and Terminal Management Offices/Ports**, with identification number **ASD-084-2023**.

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

2. Funding Information

2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2023 in the amount of **One Hundred Fourteen Million Five Hundred Fifty Five Thousand Nine Hundred Thirty One Pesos and 70/100 (Php114,555,931.70)**.

2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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.

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 at the PPA Function Room, 7th Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within 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.

- ii. 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 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 for One Hundred Twenty (120) calendar days from the date of 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 the 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 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**.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for the security services/manpower contract related to the provision of security peculiar to seaport operations on cargoes and passenger terminals. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP [<i>Manila</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Two Million Two Hundred Ninety One Thousand One Hundred Eighteen Pesos and 63/100 (Php2,291,118.63), if bid security is in cash, cashier's/manage, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Five Million Seven Hundred Twenty Seven Thousand Seven Hundred Ninety Six Pesos and 59/100 (Php5,727,796.59), if bid security is in Surety Bond.
15	<p>Each Bidder shall submit ONE (1) original and SIX (6) copies of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed.</p> <p>All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

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 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are as follows:</p> <ol style="list-style-type: none"> a. PPA Head Office; b. PMO NCR South; c. PMO NCR North; d. PMO Northern Luzon; e. PMO Bataan/Aurora; f. PMO Batangas; g. PMO Mindoro; h. PMO Marinduque/Quezon; i. PMO Bicol; j. PMO Masbate; k. PMO Palawan; l. PMO Panay/Guimaras; m. PMO Negros Occidental/Bacolod/Banago/ Bredco; n. PMO Eastern Leyte/Samar; o. PMO Western Leyte/Biliran; p. PMO Bohol; q. PMO Negros Oriental/Siquijor; r. PMO Surigao; s. PMO Agusan; t. PMO Misamis Oriental/CDO; u. PMO Lanao del Norte/Iligan; v. PMO Misamis Occidental/Ozamiz; w. PMO Davao;

- x. PMO Zamboanga del Norte;
- y. PMO Zamboanga; and
- z. PMO SOCSARGEN.

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. Ensure that all Baggage Security Screening Machine Operators (BSSMO) deployed are physically and psychological fit by subjecting said personnel to medical examinations and providing PPA with corresponding examination thereof;
- b. Provide two (2) sets of prescribed upper uniform, without expense BSSMO;
- c. Provide insurance coverage or pay for life insurance premium for each BSSMO without expenses to the latter;
- d. Provide Agency Coordinator and Office space for every Port Security Cluster (Luzon, Visayas and Mindanao), who shall oversee security operations/concerns of posted BSSMO at the expense of the security screening service provider;
- e. Provide each BSSMO an Identification Card; and
- f. Such other incidental services stated in the Terms of Reference.

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.

Transportation –

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.

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.

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

	<p>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>
2.2	PPA shall Pay the Service Provider the Monthly Billing Rates stipulated in the Contract, subject to existing government auditing and accounting rules and regulations. Payment shall be made upon presentation of its semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries, benefits and premium of its personnel for the period covered, per submitted payroll and remitted corresponding premiums to Pag-Ibig, SSS, Philhealth, ECC, etc. as well the withholding taxes to BIR.
4	Not applicable.

Section VI. Schedule of Requirements

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

Item Number	Description¹	Quantity	Total	Delivered, Weeks/Months
	Provision of Baggage Security Screening Machine Operators for Philippine Ports Authority Head Office, Port Management Offices and Terminal Management Offices/Ports	432 Operators	432 Operators	For a period of one (1) year which shall commence upon receipt by the winning bidder of the Notice to Proceed.

¹ Subject to the Qualifications Specified under Item 3 of the Terms of Reference

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of</i></p>

		<i>compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
	SCOPE OF UNDERTAKING/SERVICES PROVISION OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS FOR PHILIPPINE PORTS AUTHORITY HEAD OFFICE, PORT MANAGEMENT OFFICES AND TERMINAL MANAGEMENT OFFICES/PORTS FOR A PERIOD OF ONE (1) YEAR	
	MINIMUM QUALIFICATIONS OF THE SERVICE PROVIDER 1. Track Record A security agency which has completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to the Contract to be bid. A similar contract must be a security services/manpower contract related to the provision of security peculiar to seaport operations on cargoes and passenger terminals the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC); The security agency and its joint venture, if applicable, must be stable for at least ten (10) consecutive years from its establishment; 2. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group (PNP-CSG) with issued License to Operate ; 3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA) with issued corresponding Certificates and/or Registrations ;	

	<ol style="list-style-type: none"> 4. Must be duly registered with the Bureau of Internal Revenue with issued Certificate of Registration and Certificate of Tax Clearance; 5. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with issued Certificate of Registration; 6. Must be duly registered with the Social Security System (SSS), Home Development and Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH) with issued corresponding Certificate of Registrations; 7. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing for the last ten (10) years with issued Certificate of Membership; 8. Must present Organizational Structure of the security agency/contractor/provider, including the names, contact details and office location/address/es of the Key Officers and shall be updated from time to time. 9. Must present at least one (1) Client/Customer Feedback Form, with at least Satisfactory Rating from one (1) government agency or private entities, with whom the Service Contractor/Provider has an ongoing contract or from the immediately preceding year, upon submission of requirements. 	
	<p>OBLIGATIONS AND RESPONSIBILITIES</p> <ol style="list-style-type: none"> 1. Deploy Baggage Security Screening Machine Operators to specific sites/workstation as specified in ANNEX "A" of the TOR equipped with the following training programs: <ol style="list-style-type: none"> 1.1. Screening/X-ray Operation Course or other related trainings/seminars on Identification of Dangerous Goods, Dangerous Weapons, and other prohibited items to be conducted by the Office for Transportation Security (OTS) or any government or private accredited and recognized institution. 1.2. Maritime Security Awareness Training (MSAT) to be conducted by the PPA for personnel with security responsibilities and with qualifications specified in item 5.1 of the TOR. 	

	<ol style="list-style-type: none"> 2. Submit a complete list of the individual profiles of Baggage Security Screening Machine Operators within 30 days from the commencement of the contract which must be attested by its authorized signatory; 3. Pay salaries and other wages as mandated by law; 4. Comply with all labor laws in favor of its operators and DOLE Department Order No. 174, s. 2017 in the implementation of the Contract and hold PPA free and harmless from any liability arising from the claims by the Baggage Security Screening Machine Operators against the Service Provider; 5. Increase or decrease the number of Baggage Security Screening Machine Operators to be deployed under the Contract, subject to actual manpower support requirements of PPA, provided that increase shall not exceed ten percent (10%) of the original contract price; 6. Assume liability for any loss or damages to property, including the baggage security screening machines and other equipment or death/injuries sustained by the PPA, employees, guests, and passengers, which are directly attributed to the negligence, unlawful act or misconduct of the Service Provider or any of its officers or Baggage Security Screening Machine Operators; 7. Ensure that all Baggage Security Screening Machine Operators deployed are physically and psychologically fit by subjecting said personnel to medical examinations and providing PPA with corresponding examination thereof; 8. Confer or meet with the authorized representatives of PPA on issues and concerns pertaining to proper implementation of the Contract; 9. Submit to PPA detailed monthly reports of undertaking and unusual incidents and such other reports in accordance with the form and frequency prescribed by PPA; 10. Make available at any reasonable time all relevant documents for inspection, examination, and audit by PPA; 11. Provide two (2) sets of prescribed upper uniform, without expense to Baggage Security Screening Machine Operators (ANNEX "B" of the TOR); 	
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	<ol style="list-style-type: none"> 12. Recognize PPA's exercise of visitorial power or conduct of inspection or audit of the Service Provider's compliance to the provisions of the Contract or with the existing social legislation relating to the welfare of Baggage Security Screening Machine Operators deployed under the Contract; 13. Undergo Performance Evaluation on a monthly basis as determined by the Port Police Division of the PMOs concerned; 14. Provide insurance coverage or pay for life insurance premium for each Baggage Security Screening Machine Operators without expenses to the latter; 15. Pay in advance overtime services of Baggage Security Screening Machine Operators. Reimbursement of said services shall be subject to submission of complete documents pursuant to PPA policies; 16. Comply with all the provisions of the contract and contract documents. Non-compliance with or violation of any of its obligations and responsibilities shall be a ground for rescission, cancellation and/or termination of the Contract after due notice; 17. Provide Agency Coordinator and Office Space for every Port Security Cluster (Luzon, Visayas and Mindanao), who shall oversee security operations/concerns of posted Baggage Security Screening Machine Operators at the expense of the security screening service provider. Name of the Supervisor/s and office location/address shall be provided to the Port Police Department and be updated from time to time. 	
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	<p>QUALIFICATIONS OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS</p> <p>All deployed Baggage Security Screening Machine Operators must be:</p> <ul style="list-style-type: none"> a. Filipino citizen, 21 to 50 years old upon deployment to PPA; b. Preferably a Baccalaureate Degree holder, but should not be with less than two (2) years of college education; c. With at least one (1) year of experience in Security Services and/or Security Screening Operations; d. Holder of a valid Security Guard/Security Officer license issued by the Philippine National Police – Supervisory Office on Security and Investigation Agencies (PNP – SOSIA); e. Must be computer literate, highly skilled, and trained in operating baggage security screening machines; f. Must have the capacity to communicate in English and proficient in major dialects; g. Physically and mentally fit and must not be color blind; h. Must have undergone the following training programs: <ul style="list-style-type: none"> i. Basic Screening/X-ray Operation Course and/or other related trainings/seminars on Identification of Dangerous Goods, Dangerous Weapons and other prohibited items conducted by the Office for Transportation Security or any government or private accredited and recognized institution and; ii. Maritime Security Awareness Training conducted by the PPA for personnel with security responsibilities during actual deployment. i. Must submit, within fifteen (15) working days upon deployment to PPA, clearances from the Police (PNP), NBI, and Barangay. 	
	<p>WORK SCHEDULE</p> <p>The Baggage Security Screening Machine Operators shall render eight (8) hours of work every day for six consecutive workdays.</p>	

	<p><i>Equivalent Monthly = Applicable Daily Wage Rate (ADR) x 394 days/12 months Rate (EMR)</i></p> <p><i>Where 394 days:</i></p> <p>295 - Regular working Days (Weekdays)</p> <p>24 - Regular holiday (12x200%)</p> <p>67.6 - Rest days (52x130%)</p> <p>7.8 - Special holiday (6x130%)</p> <p>394.4 days = Total equivalent number of days/years</p> <ol style="list-style-type: none"> The Service Provider shall make available, such relievers to take over the duty schedules of those regularly assigned Baggage Security Screening Machine Operators who either report late or are absent for the day at no additional cost. In case the need arises, Baggage Security Screening Machine Operators may be required to render service beyond the eight-hour period for a minimum of two (2) hours but not exceeding four (4) hours on weekdays and a maximum of eight (8) hours during holidays and rest days. 	
	<p>DUTIES AND RESPONSIBILITIES OF BAGGAGE SCREENING MACHINE OPERATORS</p> <ol style="list-style-type: none"> Perform correct start-up test procedures for the baggage security screening machines at screening point start-up times. Maintain standards of screening. Observe task times, time on screen and decision times. Interpret the images produced by the baggage security screening machines. Use all main image evaluation functions of the baggage security screening machine, including brightness & contrast, inverse image displays, organic stripping, inorganic stripping and zoom functions, etc. to interpret the images accurately. (These image manipulations can be useful for identifying subtle differences in density or composition to detect threats embedded within visually cluttered images) Visually scan objects as efficiently as possible to prevent delays in the flow of passengers. Observe the behavior of passengers whose bags are selected for search if they appear nervous which may indicate that 	

	<p>they know if the bag contains something prohibited; separate bags that might contain prohibited article/s; Pinpoint the shape, size, and location of potential concealed threats; show the searcher the suspicious item on the screening monitor to help him/her in the search of the baggage; manually inspect items requiring additional processing or any other circumstances which the situation may require pursuant to PPA Memorandum Circular No. 05-2021 or as directed by the Station Commander.</p> <p>8. Perform other related tasks.</p>	
	<p>RADIATION PROTECTION AND SAFETY STANDARDS</p> <p>In coordination with the Department of Health (DOH), Department of Science and Technology – Philippine Nuclear Research Institute (DOST-PNRI), Food and Drug Administration (FDA), and other concerned government agencies, the Service Provider shall:</p> <ol style="list-style-type: none"> 1. Comply with all existing government regulations. The Service Provider shall comply with all the regulations issued by DOH, DOST-PNRI, FDA and other concerned government agencies pursuant to Radiation Protection and Safety Standards. 2. Issuance of Film Badge Dosimeter. The Service Provider shall issue one (1) film badge dosimeter for every Baggage Screening Machine Operators and calibrate the same during their operations to monitor cumulative radiation due to ionizing radiation. 3. Use of PPA-owned Radiation Survey Meters. The Service Provider shall ensure that the PPA-owned survey meters are properly maintained and calibrated in accordance with the PNRI regulations. 4. Certified Radiation Protection/Safety Officers (RPOs/RSOs). The Service Provider shall deploy Certified Radiation Protection/Safety Officers to Port Security Clusters Luzon, Visayas and Mindanao, who are technically competent in radiation protection and safety matters on the use of <i>Security Baggage Inspection Systems</i>, who shall not be part of the deployment and at the expense of the Service Provider, who shall: 	

	<p>4.1 In coordination with the Port Police Department for Head Office and Port Police Divisions for Port Management Offices, act as Coordinator, and shall:</p> <p>4.1.1 Regularly conduct inspection within the Port Security Cluster to ensure that the services required are implemented;</p> <p>4.1.2 Oversee overall service operations/ concerns of posted Baggage Security Screening Machine Operators within the Port Security Cluster;</p> <p>4.1.3 In charge with the delivery, issuance, and correct usage of film badge dosimeters to its operators and calibration of the same pursuant to existing PNRI regulations. <i>(Annex C – Commitment Requirement)</i></p> <p>4.1.4 Monitor radiation levels of the baggage security screening machines using PPA-owned survey meters and calibration and maintenance of the same pursuant to existing PNRI regulations.</p> <p>4.1.5 Comply with other requirements specified under DOH AO No.2022-0022 and other similar issuances.</p>	
	<p>OTHER CONDITIONS OF THE CONTRACT</p> <p>4.1. Identification. Each personnel shall bear an identification card (ID) in the design agreed upon by the parties. The deployed Baggage Security Screening Machine Operators shall wear the prescribed uniform as agreed upon by the parties. All costs of IDs and uniforms shall be for the account of the Service Provider.</p> <p>4.2. Service Complaints. Upon loss of trust and confidence and without liability, PPA shall have the right to request to change or replace the Baggage Security Screening Machine Operators concerned within twenty – four (24) hours from receipt of the corresponding written notice. Further, that in no case shall the Baggage Security Screening Machine Operators be replaced or relieved without prior written notice to and written concurrence from PPA.</p> <p>4.3. No Employer-Employee Relationship. Nothing herein shall be construed to create an employer-employee</p>	

	<p>relationship between the parties. The Service Provider is an independent Service Provider; thus, all human resource concerns of the deployed Baggage Security Screening Machine Operators shall be addressed to it.</p> <p>4.4. Accident/Death/Injury. The PPA shall not be responsible for liabilities arising out of any accident, death, or injury to the deployed Baggage Security Screening Machine Operators. The Service Provider shall assume all liabilities in connection with the performance of the services under the contract.</p>	
	<p>DURATION OF CONTRACT</p> <p>The Contract for the provision of Baggage Security Screening Machine Operators shall be for a period of one (1) year effective upon receipt by the winning bidder of the Notice to Proceed.</p>	
	<p>All other provisions stated in the Terms of Reference not included herein.</p>	

T E R M S O F R E F E R E N C E

PROVISION OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS FOR PHILIPPINE PORTS AUTHORITY HEAD OFFICE, PORT MANAGEMENT OFFICES AND TERMINAL MANAGEMENT OFFICES/PORTS

1. RATIONALE/OBJECTIVE

1.1 Consistent with principles of transparency, competitiveness, streamlining and use of technology in procurement, accountability, and public monitoring under Republic Act No. 9184 and its Revised Implementing Rules and Regulations, this Terms of Reference shall inform and guide prospective bidders interested in a public and competitive bidding for the Contract for Provision of Four Hundred Thirty-two (432) Baggage Security Screening Machine Operators in the PPA Head Office and different Port Management Offices for a period of one (1) year.

1.2 Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is **One Hundred Fourteen Million Five Hundred Fifty-five Thousand Nine Hundred Thirty-one Pesos and 70/100 (Php 114,555,931.70).**

2. SCOPE OF UNDERTAKING/SERVICES

Deployment of Baggage Security Screening Machine Operators at the PPA Head Office, Port Management Offices/Terminal Management Offices/Ports.

3. MINIMUM QUALIFICATIONS OF THE SERVICE PROVIDER

3.1. Track Record

A security agency which has completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to the Contract to be bid. A similar contract must be a security services/manpower contract related to the provision of security peculiar to seaport operations on cargoes and passenger terminals the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC);

The security agency and its joint venture, if applicable, must be stable for at least ten (10) consecutive years from its establishment;

3.2. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group (PNP-CSG) with issued **License to Operate**;



- 3.3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA) with issued **corresponding Certificates and/or Registrations**;
- 3.4. Must be duly registered with the Bureau of Internal Revenue with issued **Certificate of Registration and Certificate of Tax Clearance**;
- 3.5. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with issued **Certificate of Registration**;
- 3.6. Must be duly registered with the Social Security System (SSS), Home Development and Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH) with issued **corresponding Certificate of Registrations**;
- 3.7. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing for the last ten (10) years with issued **Certificate of Membership**;
- 3.8. Must present **Organizational Structure** of the security agency/contractor/provider, including the names, contact details and office location/address/es of the Key Officers and shall be updated from time to time.
- 3.9. Must present at least one (1) Client/Customer Feedback Form, with at least Satisfactory Rating from one (1) government agency or private entities, with whom the Service Contractor/Provider has an ongoing contract or from the immediately preceding year, upon submission of requirements.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

The PPA shall:

- 4.1. After determining the lowest and responsive bidder in the competitive bidding to be conducted for this purpose, PPA shall award to the winning Service Provider, the Contract for the Provision of Baggage Security Screening Machine Operators for Philippine Ports Authority Head Office, Port Management Offices and Terminal Management Offices/Ports for a period of one (1) year;
- 4.2. Ensure the availability of funds for security screening services rendered under the Contract;



- 4.3. Pay the Service Provider the Monthly Billing Rates stipulated in the said Contract, subject to existing government auditing and accounting rules and regulations. Payment shall be made upon presentation of its semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries, benefits and premium of its personnel for the period covered, per submitted payroll and remitted corresponding premiums to Pag-Ibig, SSS, Philhealth, ECC, etc. as well the withholding taxes to BIR;
- 4.4. Reserves the right to reject any Baggage Security Screening Machine Operators who shall be found unqualified and unfit (5.1);
- 4.5. Exercise operational and administrative supervision over the deployed Baggage Security Screening Machine Operators to ensure effectiveness and efficiency;
- 4.6. Exercise visitorial power or conduct inspection or audit of the Service Provider's compliance to the provisions in the Contract or with the existing social legislation relating to the welfare of Baggage Security Screening Machine Operators;
- 4.7. Provide assistance to the Service Provider in the conduct of seminars, trainings and/or briefings as indicated in item 4.8 to Baggage Security Screening Machine Operators.

The Service Provider shall:

- 4.8. Deploy Baggage Security Screening Machine Operators to specific sites/workstation as specified in ANNEX "A" equipped with the following training programs:
 1. Basic Screening/X-ray Operation Course or other related trainings/seminars on Identification of Dangerous Goods, Dangerous Weapons, and other prohibited items to be conducted by the Office for Transportation Security (OTS) or any government or private accredited and recognized institution.
 2. Maritime Security Awareness Training (MSAT) to be conducted by the PPA for personnel with security responsibilities and with qualifications specified in item 5.1.
- 4.9. Submit a complete list of the individual profiles of Baggage Security Screening Machine Operators within 30 days from the commencement of the contract which must be attested by its authorized signatory;



- 4.10. Pay salaries and other wages as mandated by law;
- 4.11. Comply with all labor laws in favor of its operators and DOLE Department Order No. 174, s. 2017 in the implementation of the Contract and hold PPA free and harmless from any liability arising from the claims by the Baggage Security Screening Machine Operators against the Service Provider;
- 4.12. Increase or decrease the number of Baggage Security Screening Machine Operators to be deployed under the Contract, subject to actual manpower support requirements of PPA, provided that increase shall not exceed ten percent (10%) of the original contract price;
- 4.13. Assume liability for any loss or damages to property, including the baggage security screening machines and other equipment or death/injuries sustained by the PPA, employees, guests, and passengers, which are directly attributed to the negligence, unlawful act or misconduct of the Service Provider or any of its officers or Baggage Security Screening Machine Operators;
- 4.14. Ensure that all Baggage Security Screening Machine Operators deployed are physically and psychologically fit by subjecting said personnel to medical examinations and providing PPA with corresponding examination thereof;
- 4.15. Confer or meet with the authorized representatives of PPA on issues and concerns pertaining to proper implementation of the Contract;
- 4.16. Submit to PPA detailed monthly reports of undertaking and unusual incidents and such other reports in accordance with the form and frequency prescribed by PPA;
- 4.17. Make available at any reasonable time all relevant documents for inspection, examination, and audit by PPA;
- 4.18. Provide two (2) sets of prescribed upper uniform, without expense to Baggage Security Screening Machine Operators (ANNEX "B");
- 4.19. Recognize PPA's exercise of visitorial power or conduct of inspection or audit of the Service Provider's compliance to the provisions of the Contract or with the existing social legislation relating to the welfare of Baggage Security Screening Machine Operators deployed under the Contract;
- 4.20. Undergo Performance Evaluation on a monthly basis as determined by the Port Police Division of the PMOs concerned;

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- 4.21. Provide insurance coverage or pay for life insurance premium for each Baggage Security Screening Machine Operators without expenses to the latter;
- 4.22. Pay in advance overtime services of Baggage Security Screening Machine Operators. Reimbursement of said services shall be subject to submission of complete documents pursuant to PPA policies;
- 4.23. Comply with all the provisions of the contract and contract documents. Non-compliance with or violation of any of its obligations and responsibilities shall be a ground for rescission, cancellation and/or termination of the Contract after due notice;
- 4.24. Provide Agency Coordinator and Office Space for every Port Security Cluster (Luzon, Visayas and Mindanao), who shall oversee security operations/concerns of posted Baggage Security Screening Machine Operators at the expense of the security screening service provider. Name of the Supervisor/s and office location/address shall be provided to the Port Police Department and be updated from time to time;

5. QUALIFICATIONS OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS:

- 5.1. All deployed Baggage Security Screening Machine Operators must be:
 - a. Filipino citizen, 21 to 50 years old upon deployment to PPA;
 - b. Preferably a Baccalaureate Degree holder, but should not be with less than two (2) years of college education;
 - c. With at least one (1) year of experience in Security Services and/or Security Screening Operations;
 - d. Holder of a valid Security Guard/Security Officer license issued by the Philippine National Police – Supervisory Office on Security and Investigation Agencies (PNP – SOSIA);
 - e. Must be computer literate, highly skilled, and trained in operating baggage security screening machines;
 - f. Must have the capacity to communicate in English and proficient in major dialects;
 - g. Physically and mentally fit and must not be color blind;
 - h. Must have undergone the following training programs:

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- i. Basic Screening/X-ray Operation Course and/or other related trainings/seminars on Identification of Dangerous Goods, Dangerous Weapons and other prohibited items conducted by the Office for Transportation Security or any government or private accredited and recognized institution and;
 - ii. Maritime Security Awareness Training conducted by the PPA for personnel with security responsibilities during actual deployment.
- i. Must submit, within fifteen (15) working days upon deployment to PPA, clearances from the Police (PNP), NBI, and Barangay;

6. WORK SCHEDULE:

- 6.1. The Baggage Security Screening Machine Operators shall render eight (8) hours of work every day for six consecutive workdays.

*Equivalent Monthly = Applicable Daily Wage Rate (ADR) x 394 days/12 months
Rate (EMR)*

Where 394 days:

295	-	Regular working Days (Weekdays)
24	-	Regular holiday (12x200%)
67.6	-	Rest days (52x130%)
7.8	-	Special holiday (6x130%)
394.4 days = Total equivalent number of days/years		

- a. The Service Provider shall make available, such relievers to take over the duty schedules of those regularly assigned Baggage Security Screening Machine Operators who either report late or are absent for the day at no additional cost.
- b. In case the need arises, Baggage Security Screening Machine Operators may be required to render service beyond the eight-hour period for a minimum of two (2) hours but not exceeding four (4) hours on weekdays and a maximum of eight (8) hours during holidays and rest days.

7. DUTIES AND RESPONSIBILITIES OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS

- 7.1. Perform correct start-up test procedures for the baggage security screening machines at screening point start-up times.
- 7.2. Maintain standards of screening.



- 7.3. Observe task times, time on screen and decision times.
- 7.4. Interpret the images produced by the baggage security screening machines.
- 7.5. Use all main image evaluation functions of the baggage security screening machine, including brightness & contrast, inverse image displays, organic stripping, inorganic stripping and zoom functions, etc. to interpret the images accurately. (These image manipulations can be useful for identifying subtle differences in density or composition to detect threats embedded within visually cluttered images)
- 7.6. Visually scan objects as efficiently as possible to prevent delays in the flow of passengers.
- 7.7. Observe the behavior of passengers whose bags are selected for search if they appear nervous which may indicate that they know if the bag contains something prohibited; separate bags that might contain prohibited article/s; Pinpoint the shape, size, and location of potential concealed threats; show the searcher the suspicious item on the screening monitor to help him/her in the search of the baggage; manually inspect items requiring additional processing or any other circumstances which the situation may require pursuant to PPA Memorandum Circular No. 05-2021 or as directed by the Station Commander.
- 7.8. Perform other related tasks.

8. RADIATION PROTECTION AND SAFETY STANDARDS

In coordination with the Department of Health (DOH), Department of Science and Technology – Philippine Nuclear Research Institute (DOST-PNRI), Food and Drug Administration (FDA), and other concerned government agencies, the Service Provider shall:

- 8.1. **Comply with all existing government regulations.** The Service Provider shall comply with all the regulations issued by DOH, DOST-PNRI, FDA and other concerned government agencies pursuant to Radiation Protection and Safety Standards.
- 8.2. **Issuance of Film Badge Dosimeter.** The Service Provider shall issue one (1) film badge dosimeter for every Baggage Screening Machine Operators and calibrate the same during their operations to monitor cumulative radiation due to ionizing radiation.



8.3. **Use of PPA-owned Radiation Survey Meters.** The Service Provider shall ensure that the PPA-owned survey meters are properly maintained and calibrated in accordance with the PNRI regulations.

8.4. **Certified Radiation Protection/Safety Officers (RPOs/RSOs).** The Service Provider shall deploy Certified Radiation Protection/Safety Officers to Port Security Clusters Luzon, Visayas and Mindanao, who are technically competent in radiation protection and safety matters on the use of *Security Baggage Inspection Systems*, who shall not be part of the deployment and at the expense of the Service Provider, who shall:

8.4.1. In coordination with the Port Police Department for Head Office and Port Police Divisions for Port Management Offices, act as Coordinator, and shall:

8.4.1.1. Regularly conduct inspection within the Port Security Cluster to ensure that the services required are implemented;

8.4.1.2. Oversee overall service operations/concerns of posted Baggage Security Screening Machine Operators within the Port Security Cluster;

8.4.1.3. In charge with the delivery, issuance, and correct usage of film badge dosimeters to its operators and calibration of the same pursuant to existing PNRI regulations. (*Annex C – Commitment Requirement*)

8.4.1.4. Monitor radiation levels of the baggage security screening machines using PPA-owned survey meters and calibration and maintenance of the same pursuant to existing PNRI regulations.

8.4.1.5. Comply with other requirements specified under DOH AO No.2022-0022 and other similar issuances.

9. OTHER CONDITIONS OF THE CONTRACT

9.1. **Identification.** Each personnel shall bear an identification card (ID) in the design agreed upon by the parties. The deployed Baggage Security Screening Machine Operators shall wear the prescribed uniform as agreed upon by the parties. All costs of IDs and uniforms shall be for the account of the Service Provider.

9.2. **Service Complaints.** Upon loss of trust and confidence and without liability, PPA shall have the right to request to change or replace the Baggage Security Screening Machine Operators concerned within twenty – four (24) hours from receipt of the corresponding written notice.




Further, that in no case shall the Baggage Security Screening Machine Operators be replaced or relieved without prior written notice to and written concurrence from PPA.

- 9.3. **No Employer-Employee Relationship.** Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Provider is an independent Service Provider; thus, all human resource concerns of the deployed Baggage Security Screening Machine Operators shall be addressed to it.
- 9.4. **Accident/Death/Injury.** The PPA shall not be responsible for liabilities arising out of any accident, death, or injury to the deployed Baggage Security Screening Machine Operators. The Service Provider shall assume all liabilities in connection with the performance of the services under the contract.

10. DURATION OF CONTRACT

The Contract for the provision of Baggage Security Screening Machine Operators shall be for a period of **one (1) year effective upon receipt by the winning bidder of the Notice to Proceed.**


PPSUPT GENARO P. MANCIO, JR.
Acting Manager/Superintendent
Port Police Department

Encl/s.

Annex A – Distribution of Baggage Security Screening Machine Operators (BSSMOs)

Annex B – Prescribed Uniform

Annex C – Commitment Requirement

Annex D – Summary of Financial Offer

ANNEX "A"**PORT SECURITY CLUSTER – LUZON (144 Operators)****1. PPA Head Office**

	No. of Operators
1.1 PPA Head Office Building	- <u>02</u>
Sub-Total	02

2. Port Management Offices of NCR-South

	No. of Operators
2.1 Baseport (Admin Bldg.)	- 02
2.2 Terminal Landing	- 03
2.3 TMO – Pasig	- <u>02</u>
Sub-Total	07

3. Port Management Office of NCR North

	No. of Operators
3.1 Baseport (Admin Bldg.)	- <u>02</u>
Sub-Total	02

4. Port Management Office of Northern Luzon

	No. of Operators
4.1 Baseport (Admin Bldg.)	- <u>02</u>
Sub-Total	02

5. Port Management Office of Bataan/Aurora

	No. of Operators
5.1 Baseport (Lamiao)	- 02
5.2 TMO – Orion (Capinpin)	- <u>04</u>
Sub-Total	06

6. Port Management Office of Batangas

	No. of Operators
6.1 Baseport Batangas (Admin Bldg.)	- 02
6.2 TMO – Romblon	- 04
6.3 TMO – Tablas	- <u>04</u>
Sub-Total	10

7. PMO Mindoro

	No. of Operators
7.1 Baseport POB/PTB	- 15
7.2 TMO Roxas	- 06
7.3 Port of Bulalacao	- 06
7.4 Port of Puerto Galera	- 04
7.5 TMO Abra de Ilog	- <u>06</u>
Sub-Total	37

8. PMO Marinduque Quezon

	No. of Operators
8.1 Baseport Lucena (PTB)	- 06
8.2 TMO Balanacan	- 04
8.3 TMO Cawit	- 02
8.4 TMO Santa Cruz	- <u>02</u>
Sub-Total	14

9. PMO Bicol

	No. of Operators
9.1 Baseport Legazpi	- 04
9.2 TMO Matnog	- 15
9.3 TMO Tabaco	- 04
9.4 TMO Pio Duran	- 04
9.5 TMO Bulan	- 04
9.6 TMO Catanduanes	- 06
Sub-Port	37

10. PMO Masbate

	No. of Operators
10.1 Baseport (PTB)	- 03
10.2 Admin Bldg. (POB)	- <u>02</u>
Sub-Total	05

11. PMO Palawan

	No. of Operators
11.1 Baseport (PTB)	- 06
11.2 Admin Bldg.	- 02
11.3 TMO Coron	- 06
11.4 TMO Cuyo	- 04
11.5 TMO El Nido	- <u>04</u>
Sub-Total	22

PORT SECURITY CLUSTER – VISAYAS (126 Operators)

12. PMO Panay / Guimaras

	No. of Operators
12.1 Baseport Lapuz Sur	- 04
12.2 Iloilo Fastcraft Terminal	- 04
12.3 Port of San Pedro	- 06
12.4 Port of Dumangas	- 06
12.5 TMO Culasi	- 04
12.6 Port of Jordan	- <u>06</u>
Sub-Total	30

13. PMO Negros Occidental /B/B/Bredco

	No. of Operators
13.1 Baseport Banago/Bacolod	- 04
13.2 Port of San Carlos	- <u>06</u>
Sub-Total	10

14. PMO Eastern Leyte / Samar

	No. of Operators
14.1 Baseport Tacloban	- 02
14.2 TMO Liloan	- 06
14.3 TMO San Isidro	- 04
14.4 Port of Maguinoo	- <u>06</u>
Sub-Total	18

15. PMO Western Leyte/Biliran

	No. of Operators
15.1 Baseport Ormoc	- 12
15.2 TMO Hilongos	- 04
15.3 TMO Baybay	- 04
15.4 TMO Palompon	- 04
15.5 TMO Naval	- 04
15.6 TMO Maasin	- <u>04</u>
Sub-Total	32

16. PMO Bohol

	No. of Operators
16.1 Baseport Tagbilaran	- 05
16.2 TMO Loon	- 03
16.3 TMO Tubigon	- 03
16.4 TMO Jagna	- <u>03</u>
Sub-Total	14

17. PMO Negros Oriental/Siquijor

	No. of Operators
17.1 Baseport POB	- 02
17.2 Passenger Terminal Bldg.	- 10
17.3 TMO Larena	- 04
17.4 Port of Siquijor	- <u>06</u>
Sub-Total	22

PORT SECURITY CLUSTER MINDANAO (162 Operators)**18. PMO Surigao**

	No. of Operators
18.1 Baseport PTB	- 10
18.2 Passenger PICO	- 02
18.3 Port of Lipata	- 06
18.4 Port of Dapa	- 04
18.5 Port of Del Carmen	- 04
18.6 Port of San Jose	- <u>04</u>
Sub-Total	30

19. PMO Agusan

	No. of Operators
19.1 Baseport POB	- 4
19.2 Integrated Access Control	- 6
19.3 Center (IPACC) Port	
19.4 Integrated Access Control	- <u>6</u>
19.5 Center (IPACC) Passenger X-ray	
Sub-Total	16

20. PMO Misamis Oriental /CDO

	No. of Operator
20.1 Baseport CDO	- 28
20.2 TMO Balingoan	- 06
20.3 Port of Benoni	- 06
20.4 Port of Balbagon	- <u>02</u>
Sub-Total	42

21. PMO Lanao del Norte / Iligan

	No. of Operators
21.1 Baseport (Admin Bldg.)	- 02
22.2 Passenger Terminal Bldg.	- <u>06</u>
Sub-Total	08

22. PMO Misamis Occidental/Ozamiz

	No. of Operators
22.1 Baseport (Ozamiz)	- 08
22.2 Admin Lobby	- 02
22.3 TMO Plaridel	- <u>04</u>
Sub-Total	14

23. PMO Davao

	No. of Operators
23.1 Baseport Davao	- 05
23.2 TMO Babak	- <u>04</u>
Sub-total	09

24. PMO Zamboanga Del Norte

	No. of Operators
24.1 Baseport Dapitan	- <u>12</u>
Sub-Total	12

25. PMO Zamboanga

	No. of Operators
25.1 Baseport Zamboanga	- 17
25.2 Admin Building	- 02
25.3 Port of Isabela	- <u>06</u>
Sub-Total	25

26. PMO Socsargen

	No. of Operators
26.1 Baseport Gensan	- <u>6</u>
Sub-Total	6

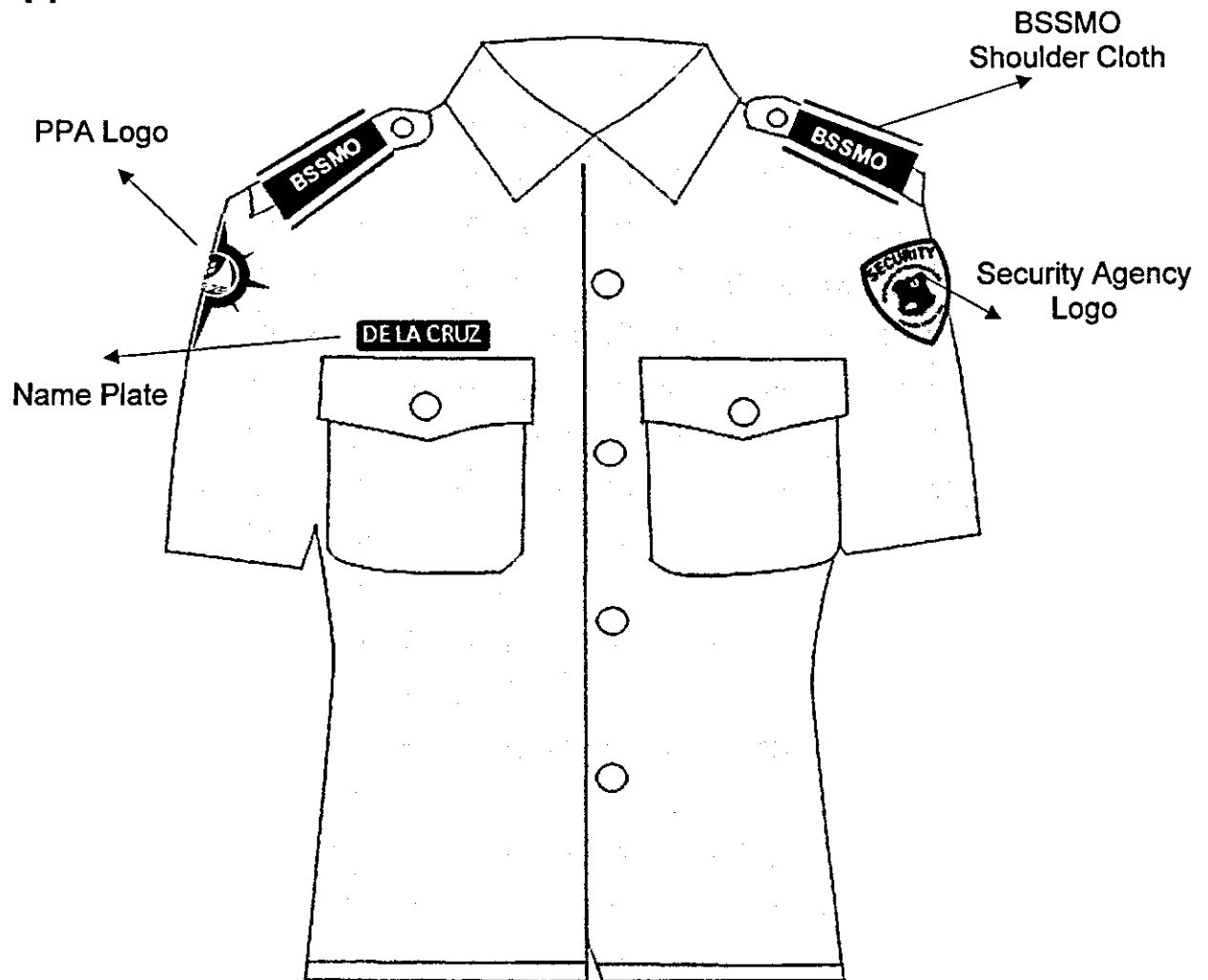
GRAND TOTAL Baggage Security Screening Machine Operators (432)

Signature

Name of Authorized RepresentativeDate:

**Proposed Uniform Baggage
Security Screening Machine
Operators (BSSMO)**

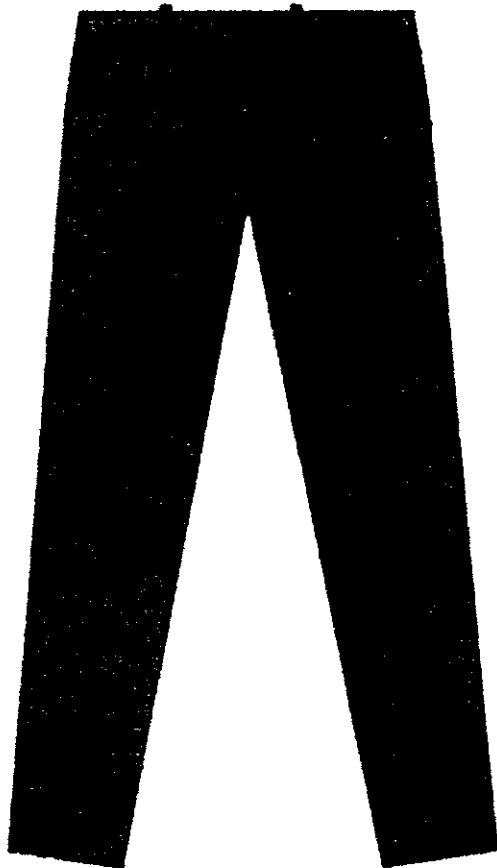
Upper Uniform



Note* Only upper uniform must be provided by the Service Provider

Lower Uniform

Black Slacks



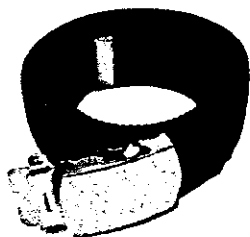
**Male
Black Leather Shoes**



**Female
Black Leather Shoes**



Black Sock



**Black
Belt and Buckle**

ANNEX "C"**MINIMUM COMMITMENT REQUIREMENTS**

The Winning Bidder shall deliver to the various offices of the PPA Wide **Port Security Clusters – Luzon, Visayas and Mindanao** the following required personnel including other equipment as committed in their bids:

- a.) Commitment Personnel, Film Badge Dosimeter, Upper Uniform and Paraphernalia's

Port Security Cluster Luzon

PMOs/RC	No. of BSSMO	No. of Film Badge Dosimeter	Polo Upper Garment	Shoulder Cloth	Name Plate	Agency Patch	PPA Logo
PPA Head Office	2	2	4	2	2	4	2
PMO NCR - South	7	7	14	7	7	14	7
PMO NCR - North	2	2	4	2	2	4	2
PMO Bataan/Aurora	6	6	12	6	6	12	6
PMO Northern Luzon	2	2	4	2	2	4	2
PMO Batangas	10	10	20	10	10	20	10
PMO Marinduque Quezon	14	14	28	14	14	28	14
PMO Mindoro	37	37	74	37	37	74	37
PMO Bicol	37	37	74	37	37	74	37
PMO Masbate	5	5	10	5	5	10	5
PMO Palawan	22	22	44	22	22	44	22
Sub-Total	144	144	288	144	144	288	144

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ANNEX "C"**Port Security Cluster Visayas**

PMOs/RC	No. of BSSMO	No. of Film Badge Dosimeter	Polo Upper Garment	Shoulder Cloth	Name Plate	Agency Patch	PPA Logo
PMO Panay/Guimaras	30	30	60	30	30	60	60
PMO Negros Oriental/Siquijor	22	22	44	22	22	44	44
PMO Bohol	14	14	28	14	14	28	28
PMO Negros Occ./BBB	10	10	20	10	10	20	20
PMO Western Leyte/Biliran	32	32	64	32	32	64	64
PMO Eastern Leyte/Samar	18	18	36	18	18	36	36
Sub-Total	126	126	252	126	126	252	252

Port Security Cluster Mindanao

PMOs/RC	No. of BSSMO	No. of Film Badge Dosimeter	Polo Upper Garment	Shoulder Cloth	Name Plate	Agency Patch	PPA Logo
PMO Davao	9	9	18	9	9	18	18
PMO Socsargen	6	6	12	6	6	12	12
PMO Zamboanga	25	25	50	25	25	50	50
PMO Zamboanga del Norte	12	12	24	12	12	24	24
PMO Misamis Oriental/CDO	42	42	84	42	42	84	84
PMO Lanao del Norte/Iligan	8	8	16	8	8	16	16
PMO Misamis Occ./Ozamiz	14	14	28	14	14	28	28
PMO Agusan	16	16	32	16	16	32	32
PMO Surigao	30	30	60	30	30	60	60
Sub-Total	162	162	324	162	162	324	324

 Signature

 Name of Authorized Representative

Date: _____

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ANNEX " D "

**SUMMARY OF FINANCIAL OFFER FOR THE ONE (1) YEAR CONTRACT
FOR THE PROVISION OF BAGGAGE SECURITY SCREENING MACHINE OPERATORS
(BSSMOs)
(CALENDAR YEAR 2023 TO 2024)**

RESPONSIBILITY CENTER	Nos. of BSSMOs	MONTHLY BILLING RATE per BSSMOs	GROSS MONTHLY BILLING RATE PER MONTH	Total for One (1) Year) Contract Period
PORT SECURITY CLUSTER LUZON				
PPA Building	2			
PMO-NCR South	7			
PMO-NCR North	2			
PMO-Northern Luzon	2			
PMO-Bataan/Aurora	6			
PMO-Batangas	10			
PMO-Marquez	14			
PMO-Mindoro	37			
PMO-Bicol	37			
PMO-Masbate	5			
PMO-Palawan	22			
Sub Total	144		0.00	0.00
PORT SECURITY CLUSTER VISAYAS				
PMO-Panay/Guimaras	30			
PMO-Negros Oriental/Siquijor	22			
PMO-Bohol	14			
PMO-Negros Occ./BBB	10			
PMO-Western Leyte/Biliran	32			
PMO-Eastern Leyte/Samar	18			
Sub Total	126		0.00	0.00
PORT SECURITY CLUSTER MINDANAO				
PMO-Davao	9			
PMO-Socsargen	6			
PMO-Zamboanga	25			
PMO-Zamboanga del Norte	12			
PMO-Misamis Oriental/CDO	42			
PMO-Lanao del Norte/Iligan	8			
PMO-MisamisOcc./Ozamiz	14			
PMO-Agusan	16			
PMO-Surigao	30			
Sub Total	162		0.00	0.00
TOTAL	432		-	-

In words :

Signature

Name of Authorized Representative

Date :

**FINANCIAL OFFER FOR THE PROVISION OF
BAGGAGE SECURITY SCREENING MACHINE OPERATORS (BSSMOs)
SECURITY SERVICES FOR CY 2023-2024**

PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICES AND TMO's / PORTS

ANNEX "D"

LUZON CLUSTER											
Responsibility Center (RC)	PPA Head Office	NCR South	NCR North	Notem Luzon	Bataan/Aurora	Batangas	Mardueque Quezon	Mindoro	Bicol	Masbate	Palawan
No. of Days in a Year (394.40)	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40
Daily Wage	570.00	570.00	570.00	400.00	460.00	429.00	429.00	355.00	365.00	365.00	355.00
A). Amount due to BSSMO											
Average Pay Per Month											
Night Shift Differential Pay											
13th Month Pay											
5 Days Incentive Leave											
Uniform Allowance (Ph. 200 per Month)											
Sub-Total											
B). Amount to Gov't in Favor of BSSMO											
Retirement Benefit (R.A. 7641) (DW x 22.5/12)											
SSS Premium (Jan 2023)											
Philhealth Contribution (Jan 2022)											
State Insurance Fund											
Pag-ibig Contribution											
Sub-Total											
C). Total Amount to BSSMO & GOVT (A+B)											
D). AGENCY FEE @ 24%											
E). VALUE ADDED TAX 12%											
G). Approved Budget per BSSMO Minimum Contract Rate for 8 Hrs. (C+D+E)											
H). Number of BSSMOs per RC	2	7	2	2	6	10	14	37	37	5	22
I). Monthly Rate per RC (G x H)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
J). Contract price for 12 Months (I x 12)	-	-	-	-	-	-	-	-	-	-	-
TOTAL Bid Price											

Signature

Name of Authorized Representative

Date

VISAYAS CLUSTER

RESPONSIBILITY CENTER (RC)	Panay Guimaras	Negros Oriental Siquijor	Bohol	Negros Occidental/B/B/B	Western Leyte	Eastern Leyte
No. of Days In a Year (394.40)	394.40	394.40	394.40	394.40	394.40	394.40
Daily Rate	450.00	397.00	387.00	450.00	375.00	375.00
A). Amount due to BSSMO						
Average Pay Per Month						
Night Shift Differential Pay						
13th Month Pay						
5 Days Incentive Leave						
Uniform Allowance (Ph. 200 per Month)						
Sub-Total						
B). Amount to Gov't In Favor of BSSMO						
Retirement benefit (R.A 7641) (DX x 22.5/12)						
SSS Premium (Jan. 2023)						
Philhealth Contribution (Jan 2022)						
State Insurance Fund						
Pag-ibig Contribution						
Sub-Total						
C). Total Amount to BSSMO & GOVT (A+B)						
D). AGENCY FEE @ 24%						
E). VALUE ADDED TAX 12%						
G.) Approved Budget per BSSMO Minimum Contract Rate for 8 Hrs. (C+D+E)						
H.) No. of BSSMOs per RC	30	22	14	10	32	18
I). Monthly Rate per RC (G x H)	-	-	-	-	-	-
J). Contract price for 12 Months (I x 12)	-	-	-	-	-	-
TOTAL Bid Price						-

Signature

Name of Authorized Representative



Date

MINDANAO CLUSTER

Pos/Location	Davao	Socsargen	Zamboanga	Zamboanga del Norte	Mis. Oriental CDO	Lanao del Norte Iligan	Misamis Occ./Ozamiz	Agusan	Surigao
No. of Days in a Year (394.4)	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40	394.40
Daily Wage	443.00	368.00	351.00	351.00	405.00	405.00	405.00	350.00	350.00
A). Amount due to BSSMO									
Average Pay Per Month									
Night Shift Differential Pay									
13th Month Pay									
5 Days Incentive Leave									
Uniform Allowance (Ph. 200 per Month)									
Sub-Total									
B). Amount to Gov't In Favor of BSSMO									
Retirement benefit (RA 7641) (DX x 22.5/12)									
SSS Premium (Jan 2023)									
Philhealth Contribution (Jan 2022)									
State Insurance Fund									
Pag-ibig Contribution									
Sub-Total									
C). Total Amount to BSSMO & GOVT (A+B)									
D). AGENCY FEE @ 24%									
E). VALUE ADDED TAX 12%									
G.) Approved Budget per BSSMO Minimum Contract Rate for 8 Hrs. (C+D+E)									
H.) No. of BSSMOs per RC	9	6	25	12	42	8	14	16	30
I). Monthly Rate per RC (G x H)	-	-	-	-	-	-	-	-	-
J). Contract price for 12 Months (I x 12)	-	-	-	-	-	-	-	-	-
TOTAL Bid Price									-

GRAND TOTAL for Bid Price in figures: Php

In words:

Signature

Name of Authorized Representative

Page 3 of 3

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

duly notarized statements from all the potential joint venture partners stating the following:

- a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and
- b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

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

- ☐ (i) *[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.
- ☐ (j) 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 for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

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

11. *Chlorophyll a* (Chl *a*) and *Chlorophyll b* (Chl *b*) were determined using a spectrophotometer (Shimadzu UV-1601) at 663 nm and 646 nm, respectively. The concentrations of Chl *a* and Chl *b* were calculated using the following equations: Chl *a* (mg g⁻¹) = 11.95 × OD₆₆₃ - 1.89 × OD₆₄₆ and Chl *b* (mg g⁻¹) = 21.08 × OD₆₄₆ - 5.04 × OD₆₆₃, where OD₆₆₃ and OD₆₄₆ are the optical densities at 663 nm and 646 nm, respectively.

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

Name: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

a. Carefully examining all of the Bidding Documents;

b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

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

d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to

deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.**
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;**
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:**
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:**
 - i. Procuring Entity has no claims filed against the contract awardee;**
 - ii. It has no claims for labor and materials filed against the contractor; and**
 - iii. Other terms of the contract; or**
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.**

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

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

[Jurat]

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

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

- A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

**STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS,
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

[illegible]

***PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.**

Name and Signature of Authorized Representative

Date _____

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)
SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that _____ has completed the following:

[illegible]

***TO BE ATTACHED TO THE STATEMENT**

Name and Signature of Authorized Representative

Date _____