

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

## **29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## **30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Ports Authority.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Ports Authority for CY 2019 in the amount of <b>SEVENTY-THREE MILLION NINE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY PESOS. (Php73,902,780.00).</b></p>
1.1(k)	The Project Sites are defined in item 2 of the Terms of Reference.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><b>Atty. MARK JON S. PALOMAR</b>  Chairperson  Bids and Awards Committee for the Procurement of Goods  And Consultancy Services (BAC-PGCS)  Philippine Ports Authority  PPA Building, Bonifacio Drive  South Harbor, Port Area, Manila  Telephone No. 5278356 local 539</p>
6.2	<p><b>Delivery and Documents –</b></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:</i></p> <p>The delivery terms applicable to the Contract are DDP delivered to Philippine Ports Authority Head Office, Manila. In accordance with INCOTERMS.</p> <p><i>For Goods Supplied from Within the Philippines:</i></p> <p>The delivery terms applicable to this Contract are delivered Philippine Ports Authority Head Office, Manila. 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>

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

*For Goods Supplied from Abroad:*

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For Goods supplied from within the Philippines:*

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;



- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Manila.

#### **Incidental Services –**

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

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

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

#### **Spare Parts –**

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

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve

the Supplier of any warranty obligations under this Contract;  
and

(b) in the event of termination of production of the spare parts:

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

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of 10 years.

**Packaging –**

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

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**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 for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with GCC Clause 22.

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.

**Patent Rights –**

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
10.4	Payment shall be made in Philippine currency.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	Not Applicable.
17.4	No further instructions.
21.1	If the supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Screening Machine Operators	294	294	One Year

## ***Section VII. Technical Specifications***

# TERMS OF REFERENCE

## **PROCUREMENT OF SECURITY SCREENING MACHINE OPERATORS FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTERS OF LUZON, VISAYAS, NORTHERN MINDANAO AND SOUTHERN MINDANAO COMPRISING OF DIFFERENT PORT MANAGEMENT OFFICES AND TERMINAL MANAGEMENT OFFICES/PORTS UNDER THEIR RESPECTIVE JURISDICTION.**

### **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 Port Security Screening Operators in the different Port Management Offices of the Philippine Ports Authority for a period of one (1) year.

1.2 Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is in the amount of **Seventy-Three Million Nine Hundred Two Thousand Seven Hundred Eighty Pesos Only (Php 73,902,780.00)** for the deployment of two hundred ninety four (294) Security Screening Machine Operators.

The agreement shall be effective for a period of one (1) year and shall take effect on the date to be indicated in the contract.

### **2. SCOPE OF UNDERTAKING**

- 2.1 The Contract subject of the desired competitive public bidding under Republic Act No. 9184 and its Revised Implementing Rules and Regulations specifically for the deployment of Security Screening Machine Operators at the PPA, Port Management Offices/Terminal Management Offices/Ports located within Port Security Clusters of Luzon, Visayas, Northern Mindanao and Southern Mindanao, namely:

**2.1.1 Port Security Cluster – Luzon (105 Operators)**

**2.1.1.1 PMO – Batangas**

	No. of Operators
2.1.1.1.1 Baseport (Batangas)	- 06
2.1.1.1.2 TMO –Tablas	- 04
2.1.1.1.3 TMO – Romblon	- 04
<b>Total</b>	<b>14</b>

#### **2.1.1.2 Port Management Office of Marinduque/Quezon**

	No. of Operators
2.1.1.2.1 Baseport (Lucena)	- 06
2.1.1.2.2 TMO – Balanacan	- <u>04</u>
<b>Total</b>	<b>10</b>

#### **2.1.1.3 Port Management Office of Mindoro**

	No. of Operators
2.1.1.3.1 Baseport (Calapan)	- 06
2.1.1.3.2 TMO – Roxas	- 06
2.1.1.3.3 TMO - Abra de Ilog	- 04
2.1.1.3.4 TMO - Puerto Galera	- 04
2.1.1.3.5 Port of Bulalacao	- <u>04</u>
<b>Total</b>	<b>24</b>

#### **2.1.1.4 Port Management Office of Bicol**

	No. of Operators
2.1.1.4.1 Baseport (Legazpi)	- 04
2.1.1.4.2 TMO – Matnog	- 15
2.1.1.4.3 TMO – Tabaco	- 04
2.1.1.4.4 TMO – Pioduran	- 04
2.1.1.4.5 TMO – Bulan	- <u>04</u>
<b>Total</b>	<b>31</b>

#### **2.1.1.5 Port Management Office of Masbate**

	No. of Operators
2.1.1.5 Baseport (Masbate)	- <u>04</u>
<b>Total</b>	<b>04</b>

#### **2.1.1.6 Port Management Office of Palawan**

	No. of Operators
2.1.1.6.1 Baseport (Puerto Prin.)	- 06
2.1.1.6.2 TMO - Coron	- 04
2.1.1.6.3 TMO - El Nido	- 04
2.1.1.6.4 TMO - Cuyo	- <u>04</u>
<b>Total</b>	<b>18</b>



**2.1.1.7 Port Management Office of Bataan/Aurora**

	No. of Operators
2.1.1.7.1 TMO – Orion	- <u>04</u>
<b>Total</b>	<b>04</b>

**2.1.2 Port Security Cluster – Visayas (79 Operators)**

**2.1.2.1 Port Management Office of Panay/Guimaras**

	No. of Operators
2.1.2.1.1 Baseport ( Lapuz Sur)	- 03
2.1.2.1.2 Port of San Pedro	- 09
2.1.2.1.3 Port of Dumangas	- 09
2.1.2.1.4 TMO – Culasi	- 04
2.1.2.1.5 Port of Jordan	- <u>04</u>
<b>Total</b>	<b>29</b>

**2.1.2.2 Port Management Office of Negros Oriental/Siquijor**

	No. of Operators
2.1.2.2.1 Baseport (Dumaguete)	- 03
2.1.2.2.3 Port of Siquijor	- <u>04</u>
<b>Total</b>	<b>07</b>

**2.1.2.3 Port Management Office of Bohol**

	No. of Operators
2.1.2.3.1 Baseport (Tagbilaran)	- 03
2.1.2.3.2 TMO – Jagna	- 04
2.1.2.3.3 TMO – Tubigon	- <u>03</u>
<b>Total</b>	<b>10</b>

**2.1.2.4 Port Management Office of Negros Occidental  
Bacolod/Banago - BREDCO**

	No. of Operators
2.1.2.4.1 TMO - San Carlos	- <u>04</u>
<b>Total</b>	<b>04</b>

**2.1.2.5 Port Management Office of Western Leyte/Biliran**

	No. of Operators
2.1.2.5.1 Baseport (Ormoc)	- 04
2.1.2.5.2 TMO – Hilongos	- 04
2.1.2.5.3 TMO – Baybay	- 04
2.1.2.5.4 TMO – Maasin	- 04

2.1.2.5.5 TMO – Palompon	-	<u>04</u>
<b>Total</b>		<b>20</b>

**2.1.2.6 Port Management Office of Eastern Leyte/Samar**

		No. of Operators
2.1.2.6.1 Liloan Ferry Terminal	-	<u>03</u>
2.1.2.6.2 Port of San Ricardo	-	<u>06</u>
<b>Total</b>		<b>09</b>

**2.1.3 Port Security Cluster – Southern Mindanao (25 Operators)**

**2.1.3.1 Port Management Office Davao**

		No. of Operators
2.1.3.1.1 Baseport (Davao)	-	<u>03</u>
<b>Total</b>		<b>03</b>

**2.1.3.2 Port Management Office Socsargen**

		No. of Operators
2.1.3.2.1 Baseport (Gen. San.)	-	<u>03</u>
<b>Total</b>		<b>03</b>

**2.1.3.3 Port Management Office Zamboanga**

		No. of Operators
2.1.3.3.1 Baseport of (Zamboanga)	-	<u>07</u>
<b>Total</b>		<b>07</b>

**2.1.3.4 Port Management Office Zamboanga del Norte**

		No. of Operators
2.1.3.4.1 Baseport (Dapitan)	-	<u>12</u>
<b>Total</b>		<b>12</b>

**2.1.4 Port Security Cluster – Northern Mindanao (85 Operators)**

**2.1.4.1 Port Management Office Misamis Oriental/CDO**

		No. of Operators
2.1.4.1.1 Baseport (CDO)	-	<u>24</u>
2.1.4.1.2 TMO Balingoan	-	<u>04</u>
2.1.4.1.3 TMO Benoni	-	<u>04</u>
2.1.4.1.4 TMO Balbagon	-	<u>02</u>
<b>Total</b>		<b>34</b>

#### **2.1.4.2 Port Management Office Lanao del Norte/Iligan**

	No. of Operators
2.1.4.2.1 Baseport (Iligan)	- <u>08</u>
<b>Total</b>	<b>08</b>

#### **2.1.4.3 Port Management Office Misamis Occidental/Ozamiz**

	No. of Operators
2.1.4.3.1 Baseport (Ozamiz)	- <u>14</u>
<b>Total</b>	<b>14</b>

#### **2.1.4.4 Port Management Office Agusan**

	No. of Operators
2.1.4.4.1 Baseport (Nasipit)	- <u>04</u>
<b>Total</b>	<b>04</b>

#### **2.1.4.5 Port Management Office Surigao**

	No. of Operators
2.1.4.5.1 Baseport (Surigao)	- 08
2.1.4.5.2 TMO Lipata	- 07
2.1.4.5.3 Port of Dapa	- 06
2.1.4.5.4 Port of San Jose	- <u>04</u>
<b>Total</b>	<b>25</b>

**Total Scty. Screening Machine Operators - 294**

### **3. DESCRIPTION OF SERVICES**

- 3.1 The Philippine Ports Authority (PPA) desires to engage the services of a security service provider, through a one (1) year contract, for the purpose of the implementation of baggage and body screening system in the ports enumerated above, where such security screening machines have been installed and/or about to be installed.

### **4. MINIMUM TRACK RECORD**

- 4.1 Considering its basic role in the operation, management and administration of seaports, the PPA desires a security service provider who 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 for the provision of security service contract the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC).

## **5. OBLIGATIONS AND RESPONSIBILITIES**

### **5.1 The Service Provider shall:**

- a. Deploy Security Screening Machine Operators as required and who are compliant with the PPA qualification standard as enumerated in *Annex "A"* hereof;
- b. Provide, at no expense on the part of PPA, allocation for security training program for all Security Screening Machine Operators deployed under the Contract, within three (3) months specifically on the following:
  1. Security Screeners Officer Course to be conducted by the Office for Transportation Security or its accredited institution;
  2. Bomb Identification and other Deadly Weapon Detection Seminar.
  3. OTS accredited Security Awareness Seminar for personnel with security responsibilities.
- c. Comply with all labor laws, standards, social legislations in favor of its operators and DOLE Dept. Order No. 150-16 Series of 2016 in the implementation of the Contract and hold PPA free and harmless from any liability arising from the claims by the Security Screening Machine Operators against the Service Provider.
- d. Submit to the PPA detailed reports of undertaking and unusual incidents and such other reports in accordance with the form and frequency prescribed by PPA.
- e. Make available at any reasonable time all documents related to the Contract for inspection, examination and audit by PPA.
- f. Assume liability for any or all losses and damages for destructions to property or death/injuries sustained by the PPA, its employees, guests and passengers, which are directly attributable to the negligence, fault, laxity, unlawful act or misconduct of the Service Provider or any of its officers or Security Screening Machine Operators.
- g. Increase/decrease such number of Operators after due notice from the PPA.
- h. Comply with all other applicable laws, ordinances, terms and conditions of the Contract and applicable rules and regulations promulgated by the PPA.

- i. Pay taxes in full and on time and that the failure to do so will entitle the PPA to suspend payment for any services delivered/rendered by the Service Provider.
- j. Comply with all the provisions of the contract and contract documents. Non-compliance with or violations of any of its obligations and responsibilities shall be a ground for rescission, cancellation and/or termination of the Contract after due notice.
- k. Post the required performance security in sufficient amount, for the duration of the Contract and in the form of cash, manager's check or a bond secured from a reputable insurance company duly accredited by the appropriate government agency to guarantee full performance and compliance with every stipulation, terms and conditions of the Contract.
- l. Provide insurance coverage or pay for life insurance premium for its operators.

**5.2 The PPA shall:**

- a. Award the Contract for the provision of Security Screening Machine Operators in the areas specified and approved for a period of one (1) year to the Lowest Calculated Responsive Bidder after a competitive public bidding under Republic Act No. 9184 and its IRR.
- b. Ensure the availability of funds for security services rendered under the Contract.
- c. Exercise functional and operational supervision thru the Port Police Division over the Security Screening Machine Operators deployed under the Contract for its proper implementation.
- d. Exercise visitorial power or conduct inspection or audit of the Service Provider's compliance with existing social legislation or provisions of the contract relating to the welfare of Security Screening Machine Operators deployed under the Contract.

**6. RIGHTS OF SERVICE PROVIDER AND PPA**

**6.1 The Service Provider shall:**

**6.1.1 Financial**

- a. Collect its fees and charges for services rendered as concurred in, validated and approved by the PPA, which shall be issued with Official Receipts by the Service Provider. It shall be payable every

15<sup>th</sup> and the last working day of the month following submission by the Service Provider of the statement of the accounts and other supporting documents.

#### 6.1.2 Administrative

- a. Confer or meet with the authorized representatives of PPA on issues and concerns pertaining to proper implementation of the Contract concerning a particular situation in a particular port.

### 6.2 The PPA shall:

#### 6.2.1 Financial

- a. Require the Service Provider to submit supporting documents as basis for payment of services rendered by its Security Screening Machine Operators.

#### 6.2.2 Operational

- a. Supervise the services rendered by and monitor/guide the conduct of Security Screening Machine Operators deployed under the Contract with a view of ensuring their maximum efficiency in port operations and management.

#### 6.2.3 Administrative

- a. Conduct audit in compliance with the terms and conditions of the Contract.

## 7. OTHER CONDITIONS OF THE CONTRACT

**7.1 Fitness for Work.** The Service Provider shall ensure the physical and psychological fitness of the Security Screening Machine Operators to be deployed at the Passenger Terminal Building and operational areas of above mentioned Responsibility Centers. It shall provide the PPA with the medical examination and drug test results covering the subject personnel.

**7.2 Adherence to PPA Rules and Regulations.** The Service Provider shall require all its personnel assigned to the PPA to observe all rules and regulations of PPA.

**7.3 Identification.** Each personnel shall bear an identification card (ID) in the design agreed upon by the parties.

The deployed personnel shall wear the uniform prescribed and agreed upon by the parties.

All costs of IDs and uniforms shall be for the account of the Service Provider.

- 7.4 Issuance of Film Badge Dosimeter.** The Service Provider in coordination with the Philippine Nuclear Research Institute (PNRI) or any concerned government agencies shall issue two film badges dosimeter per month for every Security Screening Machine Operator during their operations to monitor cumulative radiation due to ionizing radiation.
- 7.5 Service Complaints.** Upon loss of trust and confidence and without liability, PPA shall have the right to request to change or replace the operator(s) concerned within twenty – four (24) hours from receipt of the corresponding written notice. Further, that in no case shall the operators shall be replaced or relieved without prior written notice to and written concurrence from PPA.
- 7.6 Deployment of a Supervisor.** The Service Provider shall assign a Supervisor/Coordinator not part of the deployment who will regularly conduct inspection within the clusters premises to ensure that the services required are implemented in coordination with the Port Police Division/Terminal Management Office.
- 7.7 Continuity.** The Service Provider shall ensure continuous and uninterrupted rendition of the services under the contract. In the event of absence of any of its operator deployed within the security cluster to PPA, the Service Provider shall assign an alternate of such absent operator (s).
- 7.8 Mandatory Contributions.** The Service Provider shall register its personnel with the Social Security System (SSS), Home Development Mutual Fund (Pag-ibig), and the Philippine Health Insurance Corporation (Philhealth). It shall regularly remit payment of the mandatory contributions to these entities.
- 7.9 No Employer-Employee Relationship.** Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Provider is an independent contractor; thus, all human resource concerns of the deployed personnel shall be addressed to it.
- 7.10 Accident/Death/Injury.** The PPA shall not be responsible for liabilities arising out of any accident, death, or injury to the deployed personnel. The Service Provider shall assume all liabilities in connection with the performance of the services under the contract.

**8. DURATION OF CONTRACT**

8.1 The Contract for the provision of Security Screening Machine Operators shall be effective for a period of one (1) year to be indicated in the contract.

**9. VENUE OF ACTION**

9.1 All actions relating to the Contract shall only be instituted before appropriate courts in the City of Manila, Philippines.



**FROILAN U. CATURLA**  
Acting Manager  
Port Police Department



## **Annex "A"**

### **Technical Specifications**

#### **1. Qualifications of Security Screening Machine Operators**

- a.) Must be Filipino citizen, at least 21 years old preferably not more than fifty (50) years old upon hiring;
- b.) Preferably college graduate but should not be less than two (2) years of college education;
- c.) Must be physically and mentally fit, able-bodied not less than 5 feet 4 inches height for male and not less than 5 feet and two inches for female;
- d.) Preferably with at least six (6) months of experience in security screening operations;
- e.) Must be of good moral character, reputation and has no criminal and derogatory record;
- f.) Must have the capability to communicate in English and proficient in major dialects;
- g.) Must have basic knowledge on computer operation.

# Technical Specifications

ITEM	SPECIFICATIONS	Statement of Compliance
		<p>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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>

	DETAILS	QUANTITY	
<b>1</b>	<b>Security Screening Machine Operators</b>		
<b>1.1</b>	<b>Port Security Cluster - Luzon</b>	<b>105</b>	
	<b>PMO – Batangas</b> Baseport (Batangas) TMO – Tablas TMO - Romblon	6 4 4	
	<b>PMO – Marinduque/Quezon</b> Baseport (Lucena) TMO - Balanacan	6 4	
	<b>PMO – Mindoro</b> Baseport (Calapan) TMO – Roxas TMO – Abra de Ilog TMO – Puerto Galera Port of Bulalacao	6 6 4 4 4	
	<b>PMO – Bicol</b> Baseport (Legazpi) TMO – Matnog TMO – Tabaco TMO – Pioduran TMO - Bulan	4 15 4 4 4	
	<b>PMO – Masbate</b> Baseport (Masbate)	4	
	<b>PMO – Palawan</b> Baseport (Puerto Princesa) TMO – Coron TMO – El Nido TMO - Cuyo	6 4 4 4	
	<b>PMO – Bataan/Aurora</b> TMO - Orion	4	

	DETAILS	QUANTITY	
1.2	<b>Port Security Cluster - Visayas</b>	79	
	<b>PMO – Panay/Guimaras</b> Baseport (Lapuz Sur) Port of San Pedro Port of Dumangas TMO – Culasi Port of Jordan	3 9 9 4 4	
	<b>PMO – Negros Oriental/Siquijor</b> Baseport (Dumaguete) Port of Siquijor	3 4	
	<b>PMO – Bohol</b> Baseport (Tagbilaran) TMO – Jagna TMO – Tubigon	3 4 3	
	<b>PMO – Negros Occidental Bacolod/Banago – BREDCO</b> TMO – San Carlos	4	
	<b>PMO – Western Leyte/Biliran</b> Baseport (Ormoc) TMO – Hilongos TMO – Baybay TMO – Maasin TMO - Palompon	4 4 4 4 4	
	<b>PMO – Eastern Leyte/Samar</b> Liloan Ferry Terminal Port of San Ricardo	3 6	

	<b>DETAILS</b>	<b>QUANTITY</b>	
<b>1.3</b>	<b>Port Security Cluster – Southern Mindanao</b>	<b>25</b>	
	<b>PMO – Davao</b> Baseport (Davao)	<b>3</b>	
	<b>PMO – Socsargen</b> Baseport (General Santos)	<b>3</b>	
	<b>PMO – Zamboanga</b> Baseport (Zamboanga)	<b>7</b>	
	<b>PMO – Zamboanga del Norte</b> Baseport (Dapitan)	<b>12</b>	
<b>1.4</b>	<b>Port Security Cluster – Northern Mindanao</b>	<b>85</b>	
	<b>PMO – Misamis Oriental/CDO</b> Baseport (CDO) TMO – Balingoan TMO – Benoni TMO – Balbagon	<b>24</b> <b>4</b> <b>4</b> <b>2</b>	
	<b>PMO – Lanao del Norte/Iligan</b> Baseport (Iligan)	<b>8</b>	
	<b>PMO – Misamis Occidental/Ozamiz</b> Baseport (Ozamiz)	<b>14</b>	
	<b>PMO – Agusan</b> Baseport (Nasipit)	<b>4</b>	
	<b>PMO – Surigao</b> Baseport (Surigao) TMO – Lipata Port of Dapa Port of San Jose	<b>8</b> <b>7</b> <b>6</b> <b>4</b>	

	<b>DETAILS</b>	<b>QUANTITY</b>	
	Deploy Security Screening Machine Operators as required and who are compliant with the PPA qualification standard as enumerated in Annex "A" of the Terms of Reference.		
	<p>Provide allocation for security training program for all Security Screening Machine Operators deployed under the Contract, within three (3) months specifically on the following:</p> <ol style="list-style-type: none"> <li>1. Security Screeners Officer Course to be conducted by the Office for Transportation Security or its accredited institution;</li> <li>2. Bomb Identification and other Deadly Weapon Detection Seminar;</li> <li>3. OTS accredited Security Awareness Seminar for personnel with security responsibilities.</li> </ol>		
	Comply with all labor laws, standards, social legislations in favor of its operators and DOLE Dept. Order No. 150-16 Series of 2016 in the implementation of the Contract and hold PPA free and harmless from any liability arising from the claims by the Security Screening Machine Operators against the Provider.		
	Provide insurance coverage or pay for life insurance premium for its operators.		
	Ensure the physical and psychological fitness of the Security Screening Machine Operators to be deployed at the Passenger Terminal Buildings and operational areas of above mentioned Responsibility Centers. It shall provide the PPA with the medical examination and drug results covering the subject personnel.		
	Provision of Identification Cards (IDs) and Uniforms in the design agreed upon by the parties.		
	The Service Provider, in coordination with the Philippine Nuclear Research Institute (PNRI) or any concerned government agencies, shall issue two film badges dosimeter per month for every Security Screening Machine Operator during their operations.		

	DETAILS	QUANTITY	
	Shall assign a Supervisor/Coordinator not part of the deployment who will regularly conduct inspection within the clusters premises to ensure that the services are implemented in coordination with the Port Police Division/Terminal Management Office.		
	Shall register its personnel with the Social Security System (SSS), Home Development Mutual Fund (Pag-Ibig), and the Philippine Health Insurance Corporation (Philhealth). It shall regularly remit payment of the mandatory contributions to these entities.		

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**NET FINANCIAL CONTRACTING CAPACITY COMPUTATION**



## Bid Form

Date: \_\_\_\_\_  
Invitation to Bid<sup>1</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the Procurement of Security Screening Machine Operators for Philippine Ports Authority, Port Security Clusters of Luzon, Visayas, Northern Mindanao and Southern Mindanao Comprising of Different Port Management Offices and Terminal Management Offices/Ports Under Their Respective Jurisdiction in conformity with the said Bidding Documents for the sum of *(total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>2</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder],* has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name of Project]* of the *[Name of Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder,* to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the *[Name of Project]* of the *[Name of the Procuring Entity]*.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Republic of the Philippines  
**PHILIPPINE PORTS AUTHORITY**  
PPA Building, Bonifacio Drive, South Harbor,  
Port Area, Manila, Philippines

**CONTRACT**

**FOR THE** \_\_\_\_\_  
\_\_\_\_\_

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY**, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "PPA";

- and -

\_\_\_\_\_, duly organized and existing in accordance with Philippine laws, with office and business address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, as evidenced by \_\_\_\_\_, a copy of which is hereto attached and made an integral part hereof as Annex "1", and hereinafter referred to as "SERVICE PROVIDER."

**WITNESSETH:**

WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Implementing Rules and Regulations (IRR), PPA advertised and posted on the PPA website and PhilGEPS, as well as on its bulletin board, an Invitation to Bid for the \_\_\_\_\_;

WHEREAS, in response to the said advertisement \_\_\_\_\_ bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on \_\_\_\_\_ and the conduct of bid evaluation and post-qualification, the bid submitted by the SERVICE PROVIDER at its unit and lump sum prices set forth in its proposal was found to be the \_\_\_\_\_ Bid in the amount of \_\_\_\_\_ PESOS (     ), Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, award of contract was made to the SERVICE PROVIDER in a Notice of Award dated \_\_\_\_\_, in the amount of \_\_\_\_\_ PESOS (     ), after submission of the

required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the SERVICE PROVIDER duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations herein contained, PPA and the SERVICE PROVIDER have agreed, as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the attached Contract Documents.
2. The following documents shall form part of this Contract:
  - A. Bid Documents consisting of the following:
    - A.1 Invitation to Bid;
    - A.2 Instructions to Bidders;
    - A.3 Bid Data Sheet;
    - A.4 General Conditions of Contract
    - A.5 Special Conditions of Contract;
    - A.6 Schedule of Requirements;
    - A.7 Terms of Reference;
    - A.8 Technical Specifications; and
    - A.9 Addenda and/or Supplemental/Bid Bulletins, if any;
  - B. Technical and Financial Proposals;
  - C. Performance Security;
  - D. Notice of Award of Contract with the Service Provider's Conforme thereto; and
  - E. Other contract documents that may be required by existing laws and PPA, such as:
    - E.1 Certificate of Availability of Funds;
    - E.2 Abstract of Bids; and
    - E.3 Resolution of Award
3. In consideration of the payments to be made by PPA, the SERVICE PROVIDER commits to complete the Works and remedy any defects therein in conformity with the provisions of this Contract and Contract Documents.
4. In consideration of the execution and completion of the Works and remedying any defects therein, PPA commits to pay the Contract Price or such other sum as may become payable under the provisions of this Contract and Contract Documents.

5. This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY

TIN No. \_\_\_\_\_

By:

**JAY DANIEL R. SANTIAGO**

General Manager

WITNESSES:

\_\_\_\_\_

**ACKNOWLEDGMENT**

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>3</sup> Number \_\_, Page \_\_\_\_ of \_\_\_\_\_

[illegible]

*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_, Invitation to Bid Number \_\_, Page of \_\_.

[illegible]

*[signature]*

*[in the capacity of]*

**Duly authorized to sign Bid for and on behalf of**

## Omnibus Sworn Statement For Sole Proprietorship

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. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 Project]*, as shown in the attached duly notarized Special Power of Attorney;
3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. 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;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and



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

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

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Omnibus Sworn Statement for Partnership or Cooperative

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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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 Procurement of Security Screening Machine Operators for Philippine Ports Authority, Port Security Clusters of Luzon, Visayas, Northern Mindanao and Southern Mindanao Comprising of Different Port Management Offices and Terminal Management Offices/Ports Under Their Respective Jurisdiction, 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;
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. 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;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - b) Carefully examine all of the Bidding Documents;

- c) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- d) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- e) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of Project].

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

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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## Omnibus Sworn Statement for Corporation or Joint Venture

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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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
  2. 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 Procurement of Security Screening Machine Operators for Philippine Ports Authority, Port Security Clusters of Luzon, Visayas, Northern Mindanao and Southern Mindanao Comprising of Different Port Management Offices and Terminal Management Offices/Ports Under Their Respective Jurisdiction, 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;
  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. None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
  7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

### BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: Philippine Ports Authority  
PPA Building, Bonifacio Drive  
South Harbor, Port Area, Manila

I/We<sup>4</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

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<sup>4</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (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'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**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 \_\_\_\_\_

### NET FINANCIAL CONTRACTING CAPACITY (NFCC) 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