

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 64.

**45. Payment**

- 45.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 52.
- 45.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 41.2, and upon fulfillment of other obligations stipulated in this Contract.
- 45.3. Pursuant to **GCC** Clause 45.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 45.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 45.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

**46. Advance Payment and Terms of Payment**

- 46.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 46.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 46.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

#### **47. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

#### **48. Performance Security**

- 48.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the form's prescribed in the **ITB** Clause 33.2.
- 48.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 48.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 48.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.

- 48.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **49. Use of Contract Documents and Information**

- 49.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 49.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 49.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **50. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **51. Inspection and Tests**

- 51.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 51.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 51.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in

connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 51.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 40.
- 51.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **52. Warranty**

- 52.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 52.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 52.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 52.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 52.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 52.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

### **53. Delays in the Supplier's Performance**

- 53.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Error! Reference source not found.**
- 53.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC Clause 57**, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 53.3. Except as provided under **GCC Clause 57**, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 54**, unless an extension of time is agreed upon pursuant to **GCC Clause 64** without the application of liquidated damages.

### **54. Liquidated Damages**

Subject to **GCC Clauses 53 and 57**, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC Clause 58**, without prejudice to other courses of action and remedies open to it.

### **55. Settlement of Disputes**

- 55.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 55.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 55.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

55.4. 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."

55.5. 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.

#### **56. Liability of the Supplier**

56.1. 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.

56.2. 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.

#### **57. Force Majeure**

57.1. 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*.

57.2. 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.

57.3. 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*.

#### **58. Termination for Default**

- 58.1. 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.
- 58.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 58 to 61, 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.
- 58.3. 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.

## **59. 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.

## **60. Termination for Convenience**

- 60.1. 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.
- 60.2. 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.

60.3. 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.

## **61. Termination for Unlawful Acts**

61.1. 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.

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

62.1. 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.

### **63. 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.

### **64. 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.

**65. 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 the Contract***

## Special Conditions of Contract

GCC Clause																																									
1.1(g)	The Procuring Entity is <i>Philippine Ports Authority</i> .																																								
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 Approved Corporate Budget of the Philippine Ports Authority for CY 2017 in the amount of <b>NINETY-TWO MILLION THREE HUNDRED NINETY-EIGHT THOUSAND PESOS ONLY (Php92,398,000.00)</b>, broken down as follows, per lots:</p> <table><tr><th>Lot No.</th><th>Qty. (units)</th><th>Description</th><th>Approved Budget for the Contract (Php)</th></tr><tr><td>1</td><td>45</td><td>OEM Branded Laptop Computers - A Brand new</td><td>4,275,000.00</td></tr><tr><td>2</td><td>1,165</td><td>OEM Branded Laptop Computers - B Brand new</td><td>58,250,000.00</td></tr><tr><td>3</td><td>30</td><td>Uninterruptible Power Supply (UPS) for Network Equipment Brand new</td><td>1,200,000.00</td></tr><tr><td>4</td><td>272</td><td>Laser Printer with wireless LAN Brand new</td><td>1,904,000.00</td></tr><tr><td>5</td><td>167</td><td>136 Column 9 Pin DOT MATRIX PRINTER Brand new</td><td>5,845,000.00</td></tr><tr><td>6</td><td>167</td><td>80 C80 Column 24 Pin DOT MATRIX PRINTER Brand new</td><td>2,004,000.00</td></tr><tr><td>7</td><td>250</td><td>Inkjet – A3 Printer Brand new</td><td>3,500,000.00</td></tr><tr><td>8</td><td>250</td><td>Inkjet Single Function Printer (refillable ink) Brand new</td><td>2,500,000.00</td></tr><tr><td>9</td><td>76</td><td>High Speed Scanner with Automatic Document Feeder Brand new</td><td>12,920,000.00</td></tr></table>	Lot No.	Qty. (units)	Description	Approved Budget for the Contract (Php)	1	45	OEM Branded Laptop Computers - A Brand new	4,275,000.00	2	1,165	OEM Branded Laptop Computers - B Brand new	58,250,000.00	3	30	Uninterruptible Power Supply (UPS) for Network Equipment Brand new	1,200,000.00	4	272	Laser Printer with wireless LAN Brand new	1,904,000.00	5	167	136 Column 9 Pin DOT MATRIX PRINTER Brand new	5,845,000.00	6	167	80 C80 Column 24 Pin DOT MATRIX PRINTER Brand new	2,004,000.00	7	250	Inkjet – A3 Printer Brand new	3,500,000.00	8	250	Inkjet Single Function Printer (refillable ink) Brand new	2,500,000.00	9	76	High Speed Scanner with Automatic Document Feeder Brand new	12,920,000.00
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1.1(k)	The Project Site is PPA Corporate Bldg, South Harbor, Port Area, Manila																																								
2.1	No further instructions.																																								
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p>Philippine Ports Authority PPA Building, Bonifacio Drive South Harbor, Port Area, Manila</p>																																								

	The Supplier's address for Notices is:
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 the 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 Manila. In accordance with INCOTERMS.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(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;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>The delivery terms applicable to this Contract are delivered to the PPA Corporate Building, South Harbor, Port Area, Manila. Risk and title will pass from the</p>

Building, South Harbor, Port Area, 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.”

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:

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.

**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 9 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within ten (10) days of placing the order.

**Packaging –**

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

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

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

Name of the Procuring Entity

	<p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Insurance –</b></p> <p>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.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</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</p>
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	<p>Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4	No further instructions.
16.1	None.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for replacement of defective units in the warranty period is thirty (30) calendar days.
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***

## ***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>Qty. (units)</b>	<b>Delivery Period</b>
Lot 1	OEM Branded Laptop Computers - A Brand new	45	Thirty (30) Calendar days after the issuance of Notice to Proceed
Lot 2	OEM Branded Laptop Computers - B Brand new	1,165	
Lot 3	Uninterruptible Power Supply (UPS) for Network Equipment Brand new	30	
Lot 4	Laser Printer with wireless LAN Brand new	272	
Lot 5	136 Column 9 Pin DOT MATRIX PRINTER Brand new	167	
Lot 6	80 C80 Column 24 Pin DOT MATRIX PRINTER Brand new	167	
Lot 7	Inkjet – A3 Printer Brand new	250	
Lot 8	Inkjet Single Function Printer (refillable ink) Brand new	250	
Lot 9	High Speed Scanner with Automatic Document Feeder Brand new	76	

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

## **TECHNICAL SPECIFICATIONS**

### **I. OVERVIEW**

The Philippine Ports Authority is conducting a public bidding for the procurement of IT Resources adopting the provision of RA 9184, also known as the “Government Procurement Reform Act” to become transparent in all its transactions and ensures that only the most responsive and qualified supplier is chosen.

### **II. OBJECTIVE**

To procure IT Resources which are vital to corporate day to day operations.

### **III. WARRANTY**

- The IR resources should be covered by warranty on parts and services as indicated in the technical specifications mentioned in the Technical Specifications. The warranty period shall commence upon acceptance.
- The maintenance shall include replacement for all parts.
- The supplier must ensure that PPA would be given the following:
  - Parts replacement – free for the duration of the warranty period
  - Preventive maintenance – free at least twice a year for the duration of the warranty period
  - Configuration – free assistance on product reconfiguration (on-site) for the duration of the warranty period

### **IV. DELIVERY**

Prior to the delivery of the IT Resources, the PPA must be informed in writing of the complete schedule of delivery in order that it could notify the concerned officers who will conduct the inspection. In case of changes in the schedule of delivery, the supplier shall inform the PPA of the new date of delivery and its reasons thereof in writing which shall not be later than three (3) days from the new date of delivery. PPA will accept deliveries until 1:00 pm only from Monday to Friday, to give the inspection committee ample time to perform their duties.

The bidder must deliver the IT Resources within thirty (30) calendar days after the issuance of the Notice to Proceed.

### **V. INSPECTION**

Upon delivery, all IT Resources should be inspected by the PPA ICTD personnel to ensure that equipment are compliant to the standard technical specifications.

## **VI. DOCUMENTATION**

The bidder must provide user and system manuals and technical materials of the IT Resources, including the complete list of software, utility and recovery CDs and complete documentation of the equipment with the inventory of components and their corresponding brand, model and serial numbers.

## **VII. MAINTENANCE/TECHNICAL SUPPORT**

- During the warranty period, the supplier shall provide highly technical personnel to on-site service of the IT Resources and all of its components/peripherals whenever hardware and/or relate problem occurred.
- On call support must be available eight (8) hours a day, seven (7) days a week. On-site support for major problems must have a response time within forty-eight hours and the supplier must shoulder all the expenses of the personnel who will be providing technical services on site.

## TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES

LOT 1 : OEM Branded Laptop Computers – A, Brand new  
 APPROVED BUDGET : Php4,275,000.00  
 QUANTITY : 45

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
LOT 1	OEM Branded Laptop Computers - A, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Processor: Minimum of 1.3GHz, dual-core, with a maximum frequency of 3.2GHz, with 4MB L3 cache	
	Memory: 8GB of 1866MHz LPDDR3 onboard memory	
	Configurable to 16GB of memory	
	Graphics: Must have HD graphics	
	Dual display and video mirroring: simultaneously supports full native resolution on the built-in display and up to 4096-by-2304 resolution at 60Hz on an external display, both at millions of colors	
	Display: At most 12-inch (diagonal) LED-backlit display with IPS technology 2304-by-1440 resolution at 226 pixels per inch with support for millions of colors 16:10 aspect ratio	
	Supported scaled resolutions: <ul style="list-style-type: none"> <li>• 1440 by 900</li> <li>• 1280 by 800</li> <li>• 1024 by 640</li> </ul>	
	At most 2.05 pounds (weight)	
	Audio & Speakers: Stereo speakers	
	Dual microphones	
	3.5 mm headphone jack	
	Storage: 512GB PCIe-based onboard SSD	
	Camera: at least 480p	
	Wireless: Wi-Fi capable	
	802.11ac Wi-Fi wireless networking; IEEE 802.11a/b/g/n compatible	
	Bluetooth	
	At least Bluetooth 4.2 wireless technology	
	Operating System: Commonly used Operating System <sup>1</sup> , current or latest version compatible with PPA's system, and not open source	
	Warranty: 3 years warranty on parts and labor	

<sup>1</sup> Shall refer to Operating Systems with at least 9% market share based on "Today's Most Popular Operating Systems". <http://www.zdnet.com/article/todays-most-popular-operating-systems>. Date of access: November 7, 2017.

## TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES

LOT 2 : OEM Branded Laptop Computers – B, Brand new  
 APPROVED BUDGET : Php58,250,000.00  
 QUANTITY : 1,165

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 2	OEM Branded Laptop Computers - B, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Processor: Minimum of 2.5GHz, dual-core, (4M Cache, up to 3.10GHz)	
	Memory: 8GB DDR3L	
	Graphics: At least 4 GB VRAM DDR3	
	Display: At least 15.6 – inch FHD LED Anti-Glare (1920x1080)	
	Audio & Speakers: Stereo speakers with Audio Certification	
	Storage: 1 TB HDD	
	Camera: capable of facial recognition for security log-in	
	Wireless: WiFi 2x2 802.11 a/c, Bluetooth 4.0	
	Ports : 2 USB 3.0, HDMI-out, VGA, 4-in-1 Card Reader (SD, SDHC, SDXC, MMC) Audio Combo Jack	
	Operating System: Commonly used Operating System <sup>2</sup> , current or latest version compatible with PPA's system, and not open source	
	Warranty: 3 years warranty on parts and labor	
	With Carrying Case	
	Original Disk for Recovery	
	With a Minimum Trademark of 12 years	

<sup>2</sup> Shall refer to Operating Systems with at least 9% market share based on "Today's Most Popular Operating Systems". <http://www.zdnet.com/article/todays-most-popular-operating-systems>. Date of access: November 7, 2017.



## TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES

LOT 3 : Uninterruptible Power Supply (UPS) for Network Equipment, Brand new

APPROVED BUDGET : Php1,200 ,000.00

QUANTITY : 30

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 3	Uninterruptible Power Supply (UPS) for Network Equipment, Brand new, complies with the following minimum requirements:	
	Brand and Model	
	Output Power Capacity: 900 Watts / 1500 VA	
	Max Configurable Power: 900 Watts / 1500 VA	
	Nominal Output Voltage: 230V	
	Output Voltage Distortion: Less than 5% at full load	
	Output Frequency (sync to mains): 47 - 53 Hz for 50 Hz nominal, 57 - 63 Hz for 60 Hz nominal	
	Waveform Type: Sine wave	
	Topology: Line Interactive	
	Output Connections (8) IEC 320 C13 (2) IEC Jumpers	
	Nominal Input Voltage: 230V	
	Input Frequency: 50/60 Hz +/- 3 Hz (auto sensing)	
	Input Connections: IEC-320 C14	
	Input voltage range for main operations: 180 - 278V	
	Input voltage adjustable range for mains operation: 170 - 300V	
	Battery Type Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak-proof	
	2 Years Warranty	

# **TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES**

LOT 4 : Laser Printer with wireless LAN, Brand new

APPROVED BUDGET : Php1,904,000.00

QUANTITY : 272

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 4	Laser Printer with wireless LAN, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Print Technology: Laser	
	Print speed: up to 23 PPM	
	Monthly Duty Cycle: up to 10,000 pages	
	Print quality, black: 600 x 600 dpi	
	Processor Speed: 600 MHZ	
	Connectivity Standard: 1 Hi-Speed USB 2.0; Wireless	
	Network Ready: Standard (Wi-Fi 802.11b/g/n)	
	Ports: 1 Hi-Speed USB 2.0 (with cable)	
	Memory Standard: 128 MB	
	Standard Paper Capacity: 150 Sheets	
	Duplex Printing: Manual Duplex	
	Media Type: Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards	
	Media Sizes Supported: A4; A5; A6; B5 (JIS)	
	Media Sizes Custom: 3 x 5 to 8.5 x 14 in	
	Printer Driver: Includes drivers for Microsoft Windows and Apple OS	
	Warranty: 2 Years on Parts & Labor, onsite Support for Metro Manila	

**TECHNICAL SPECIFICATIONS  
PROCUREMENT OF IT RESOURCES**

LOT 5 : 136 Column 9 Pin DOT MATRIX PRINTER, Brand new

APPROVED BUDGET : Php5,845,000.00

QUANTITY : 167

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 5	136 Column 9 Pin DOT MATRIX PRINTER, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Printer Type Impact dot matrix 2 x 9 -pins in head Bi-directional with logic seeking	
	Print Speed Ultra Speed Draft (12 cpi/10cp1) – 680 cps/566 cps High Speed Draft (12 cpi/10cp1) – 627 cps/559 cps Draft (12 cpi/10cp1) – 503 cps/419 cps	
	Paper Path Manual Insertion: Front or Rear In, Top Out Push Tractor: Front or Rear In, Top Out Pull Tractor: Front or Rear or Bottom In, Top Out Paper Path (continuous): Front/Rear insertion	
	Input Data Buffer Standard: 128 kb	
	Standard Interface Bi-directional parallel interface (IEEE - 1284 nibble mode supported), USB (ver 1.1) I/F	
	Printer Driver	
	Microsoft® Windows® NT 4.0 / 95 / 98 / 2000 / Me / XP	
	Reliability MTBF (Mean Time Between Failure) - 20,000 POH Print Head Life – 400 million strokes/ wire	
	With Printer Cable	
	Copy Capability 1 original + 5 copies 1 original + 6 copies pull tractor feed (front, rear, bottom)	
	Complete with standard accessories, ribbons, cables (USB and Paraillel), power cord and software drivers	
	Warranty: 1 Year on Parts & Labor, onsite Support for Metro Manila	

# **TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES**

LOT 6 : 80 Column 24 Pin DOT MATRIX PRINTER, Brand new

APPROVED BUDGET : Php2,004,000.00

QUANTITY : 167

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 6	80 Column 24 Pin DOT MATRIX PRINTER, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Printer Type Impact dot matrix 24 -pins in head Bi-directional with logic seeking	
	Print Speed High Speed Draft (10/12dpi) – 347/416 cps Draft (10/12/15 dpi) – 260/312/390 cps Draft Condensed (17/20 dpi) – 222/260 cps LQ (10/12/15 dpi) – 86/103/129 cps LQ Condensed (17/20 dpi) – 147/172 cps	
	Paper Path Tractor – Rear in, Top out Manual Insertion – Rear in, Top out	
	Input Data Buffer Standard: 128 kb	
	Standard Interface Bi-directional parallel interface (IEEE-1284 nibble mode supported) USB 2.0 Full-Speed Serial	
	Printer Driver	
	Microsoft® Windows® NT 4.0 / 95 / 98 / 2000 / Me / XP	
	Reliability MTBF (Mean Time Between Failure) - 10,000 POH Print Head Life – 400 million strokes/ wire	
	With Printer Cable	
	Copy Capability 1 original + 3 copies	
	Complete with standard accessories, ribbons, cables (USB and Parallel), power cord and software drivers	
	Warranty: 1 Year on Parts & Labor, onsite Support for Metro Manila	

**TECHNICAL SPECIFICATIONS  
PROCUREMENT OF IT RESOURCES**

LOT 7 : Inkjet – A3 Printer, Brand new

APPROVED BUDGET : Php3,500,000.00

QUANTITY : 250

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 7	Inkjet – A3 Printer, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Print Technology: Inkjet	
	Print speed: up to 33 ppm for black, and 29ppm for color	
	Print quality: Up to 600 x 1200 dpi for black, and 4800x1200dpi for color	
	Print size: up to A3+	
	Connectivity: USB 2.0 (with cable); Ethernet; Wireless 802.11b/g/n	
	Duplex: Automatic (Optional)	
	Duty Cycle: up to 12,000 Pages	
	Media Sizes Supported: A3+ A4 (8.25 in x 11.7 in), A5 (5.83 in x 8.25 in), B5 (6.93 in x 9.83 in), A3 (11.7 in x 16.5 in), B4 (9.83 in x 13.9 in), A6 (4.13 in x 5.83 in), Super B (13 in x 19 in), 3.95 in x 5.9 in, 5.12 in x 7.1 in, JIS B5 (7.17 in x 10.12 in), JIS B4 (10.12 in x 14.33 in), 3 in x 5 in	
	Media Type: Envelopes, labels, plain paper, photo paper, index cards, cards	
	Compatible Operating System: Apple MacOS X 10.6, Linux, Microsoft Windows 7 (32/64 bits), Microsoft Windows Vista (32/64 bits), Microsoft Windows XP SP3, Windows 8 (32/64 bits)	
	Warranty: One-year warranty	

**TECHNICAL SPECIFICATIONS  
PROCUREMENT OF IT RESOURCES**

LOT 8 : Inkjet – Inkjet Single Function Printer (refillable ink),  
Brand new

APPROVED BUDGET : Php2,500,000.00

QUANTITY : 250

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 8	Inkjet – Inkjet Single Function Printer (refillable ink), brand new, complies with the following minimum requirements:	
	Brand Model	
	Print Technology: Inkjet	
	Maximum Resolution: 5760 x 1440 dpi	
	Print speed: 33 ppm / 15 ppm (Black/Colour)	
	Connectivity: Hi-speed USB 2.0 (with cable)	
	Paper Size: A4, A5, A6, B5, 10x15cm (4x6"), 13x18cm (5x7"), 9x13cm (3.5x5"), Letter, Legal, Half Letter (5.5x8.5"), 13x20cm (5x8"), 20x25cm (8x10"), 16:9 wide size, 100x148mm, Envelopes: #10 (4.125x9.5"), DL (110x220mm), C6 (114x162mm)Media Type:	
	Compatible Operating System: Windows XP / XP Professional x 64 Edition / Vista / 7 / 8 / 8.1 Max OS X 10.6.8 / 10.7.x / 10.8.x / 10.9.x	
	Warranty: One-year warranty	

# **TECHNICAL SPECIFICATIONS PROCUREMENT OF IT RESOURCES**

LOT 9 : High Speed Scanner with Automatic Document Feeder,  
Brand new

APPROVED BUDGET : Php12,920,000.00

QUANTITY : 76

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Lot 9	High Speed Scanner with Automatic Document Feeder, brand new, complies with the following minimum requirements:	
	Brand and Model	
	Type: High Volume Scanner	
	Scanning Face: Duplex	
	Feeder Capacity: 300 Sheets	
	Daily Duty Cycle: 25,000.00	
	Image Memory: 256MB	
	Document Feeding: Automatic or Manual	
	Scanning Method: Front Side-CIS (600dpi), Back Side-CIS (600dpi)	
	Scanning Speed: Colored/Binary - 80ppm Simplex @ 200/300dpi, 160ipm duplex @ 200/300dpi	
	Document Size: Minimum: 1.9" x 2.75", Maximum: 11.7" - 17"	
	Long Document Mode: 12.9 x 100"	
	File Format: PDF, PDF/A, Searchable PDF, JPEG, TIFF	
	Detection: Double feed detection, jam detection, slip detection, dog ear detection	
	Image Control: Auto preview, auto rescan, image emphasis, dynamic threshold, invert, white level from paper	
	Other functions: Length control, barcode detection (ISIS), patch code	
	Supported Operating OS: Window 7 & 8, XP SP3, Windows Vista SP2, Windows Server 2003,2008 and Windows Server 2012	
	Interface: USB 3.0 (with cable)	

***Section VIII.***  
***Bidding Forms***



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**BID FORM**

Date: \_\_\_\_\_  
 Invitation to Bid 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 *[supply/deliver/perform Procurement of IT Resources]* 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 18.2 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:

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.

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 Procurement of IT Resources of the Philippine Ports Authority [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 Procurement of IT Resources of the Philippine Ports 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.

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

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

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

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

### For Goods Offered From Abroad

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 \_\_\_\_\_

### For Goods Offered From Within the Philippines

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

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

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

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

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

## CONTRACT AGREEMENT FORM

---

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, viz., *Procurement of IT Resources* 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]* (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the  
Supplier).

## Omnibus Sworn Statement For Sole Proprietorship

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

## AFFIDAVIT

1. *[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 Procurement of IT Resources, *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 Procurement of IT Resources

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]*

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## OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

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

### AFFIDAVIT

1. *[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 IT Resources 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 Procurement of IT Resources

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]*

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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

1. *[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 IT Resources of the Philippine Ports Authority, 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 Procurement of IT Resources.

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]

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**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 45 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

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

x-----x

**BID-SECURING DECLARATION**

**Invitation to Bid/Request for Expression of Interest No. 1/: \_\_\_\_\_** *[Insert reference number]*

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

I/We 2, 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 3 *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 4*.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid 5, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other.

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

3 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

4 Per GPPB Resolution No. 15-2014 dated June 20, 2014.

5 Select one and delete the other.

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

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

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

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

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
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GPPB Resolution No. 03-2012, dated 27 January 2012



**(Bidder's Company Letterhead)****Statement of All Ongoing Government and Private Contracts,  
Including Contracts Awarded But Not Yet Started**

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNERS NAME AND ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

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**Name and Signature of the Authorized Representative**


---

**Date**

**(Bidder's Company Letterhead)****Statement of Largest Completed Contract/s of Similar Nature within the Last Five (5) Years from date of Submission and Receipt of Bids**

Single completed contract of similar nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC;

*Similar contracts means contract* \_\_\_\_\_

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE OR END USER'S ACCEPTANCE & DATE (Please attach)

\_\_\_\_\_  
Name and Signature of the Authorized Representative

\_\_\_\_\_  
Date

Similar Contract/s must be supported by Official Receipts OR End User's Acceptance

## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

## 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 follow:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts included awarded contracts yet to be started.

NFCC = P \_\_\_\_\_

K = 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years

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

Date: \_\_\_\_\_