

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 contact 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>SEVEN HUNDRED FIFTY MILLION PESOS ONLY (Php750,000,000.00)</b>.</p>
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 South Harbor, Port Area, Manila</p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></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 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> <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p>

- (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 purposes of this Clause the Procuring Entity's Representative at the Project Site is the Administrative Services Department Manager of PPA Head Office or his representative.

*For Goods supplied from within the Philippines:*

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 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

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 –**

	<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 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	Three (3) years after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period must be addressed within 24-72 hours from the time of the request.
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>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Delivery and Installation of Vehicle X-Ray Machines ( PMO-Batangas, PMO-Bicol, PMO-Panay/Guimaras)		<b>3</b>	90-120 days from Notice to Proceed
	Delivery and Installation of Vehicle X-Ray Machines (PMO-Misamis Oriental/Cagayan de Oro, PMO-Surigao)		<b>2</b>	90-180 days from Notice to Proceed
	Delivery and Installation of Vehicle X-Ray Machines (PMO-Misamis Occidental/Ozamiz		<b>1</b>	120-180 days from Notice to Proceed

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

\_\_\_\_\_  
Date

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



## **TERMS OF REFERENCE**

### **PROCUREMENT OF SIX (6) UNITS OF VEHICLE X-RAY MACHINES FOR RORO PORTS**

The Philippine Ports Authority seeks to procure the supply, delivery, and installation of six (6) units of vehicle x-ray machines for designated Roll-On/Roll-Off (RORO) Ports. The PPA requires that the x-ray equipment have a drive-thru technology that will allow scanning through the entire vehicle without requiring the passengers to alight therefrom. The technology should include scanning from underneath the vehicle and through all of its cargo as it drives through the x-ray equipment. It shall be able to detect explosives, weapons, illegal drugs, and other prohibited objects made visible through high-quality x-ray images.

#### **I. SCOPE OF SERVICES**

The x-ray equipment will be deployed to the following Port Management Offices (PMOs) with RORO:

1. PMO Batangas (Baseport)
2. PMO Bicol (Matnog)
3. PMO Panay/Guimaras (Dumangas)
4. PMO Misamis Oriental/Cagayan De Oro (Baseport)
5. PMO Misamis Occidental/Ozamiz (Baseport)
6. PMO Surigao (TMO-Lipata)

Each unit shall be used for the inspection of cars, pickup trucks, buses, vans, including up to a high cube 40-foot container van. These vehicles will pass through the x-ray equipment before entering the roll-on/roll-off vessel docked in the above-mentioned ports. The x-rays shall have facial recognition and plate-number detection. The data gathered shall be collected by the system for the creation of a database for the PPA's reference. The system shall be capable of storing data for both the x-ray scanner and face detection.

The coverage shall include the setup of operation and control area, provisions for network connection data and application services, ensure uninterrupted power, and building the competency to operate and maintain the automated drive-through portal of security inspection.

#### **II. GENERAL REQUIREMENTS**

##### **A. Dimensions**

Maximum size of the scanned objects	Height : 10 feet Width : 9 feet
Inspection Tunnel	At least - Height : 10 feet Width : 9 feet

Height from ground level to lowest point of detector	0.14m from ground level
--	-------------------------

## B. Capabilities

<b>A</b>	<b>Drive-Thru Technology</b>
1	The units shall be able to scan and process information while the vehicle passes through the inspection portal, without the need for the passengers to alight from the vehicle/s.
2	Each unit shall be able to scan the contents of each vehicle in a free-flow operation mode with a speed of 5-15 km/hr.
3	Each unit must be able to scan at least 120 vehicles per hour.
4	There should be automatic counting and saving of information as to number of passengers.
5	The system must integrate alarm sounds during questionable events.
<b>B</b>	<b>Under-Vehicle Video Surveillance</b>
1	The x-ray scanner must provide a video surveillance system for under-vehicle inspection.
<b>C</b>	<b>Automatic Face Detection and Analysis</b>
1	The system must have a real-time multi-face recognition technology that can screen at least five (5) faces simultaneously.
2	Live Face Service Monitoring
3	Real-time recordings will be compared against face thumbnails and person database.
4	The analysis result should be displayed on the screen immediately.
5	Able to check detected face and matched face information from up to 6 real-time CCTVs.
6	Provide alarm feature for easy confirmation
7	Straightforward user interface
8	Convenient drag & drop
9	Tree View device and location lists for increased convenience
10	Top match information provided based on set threshold
11	Provide detailed information of top two matched persons
12	Fully integrated driver identification camera
13	Weather proofing
14	Remote operation
15	Operator cabin
16	LED traffic lights
17	Speed sensor
18	Two (2) Infrared access limiting barriers

19	Additional interlocks and emergency stop buttons
20	UPS for scanning system
21	Integrated Automatic Face Detection/Analysis System
22	Integrated Automatic Plate Number Detection and
23	Analysis/Registration System
<b>D</b>	<b>Automatic Plate Number Detection and Analysis</b>
1	Should be able to recognize various types of vehicle plates.
2	Automatically save and update vehicle and driver information.
3	The detected vehicle plate number will be automatically compared with those already stored in the database and the result/analysis should be immediately displayed on the screen.
4	If the plate number is not already in the database, it should be automatically stored in the database with driver's facial image.
5	In the event of a different driver using the same vehicles, the facial image of the driver should be stored under the same registered plate number/vehicle.
6	Automatic calculation of the number of visits per vehicle.
<b>E</b>	<b>Database</b>
1	A database should be included that can easily be accessed using event-based history and previous data saved.
<b>F</b>	<b>Operating and Management Computer System</b>
1	The data storage capacity must be at least one (1) month for x-ray scanner data, face detection and plate number detection data.
2	The system must have at least three (3) monitors with appropriate full HD LED display Monitor to display different purposed images.
3	The Computer system must support real time operating computing capability, network communication and sound system.
<b>G</b>	<b>System Integrated Operating and Management Service Software</b>
1	Shall include a main headquarters (HQ) server and site server.
2	Shall include protection from system hacking. All data must be encrypted.
3	The client software must independently operate to control and manage the integrated x-ray system and storage data.
4	The software shall be able to send emergency signal/s to the main HQ server in case of emergency events.
5	The server software shall be able to access the site software real time.
6	The server software shall be able to see the site image real time.

7	The server software should be able to access the site software based on scheduling to a Client Storage Data and store the received data in to storage medium in the server automatically.
8	Shall have protection from hacking.
9	The integrated software shall be able customizable for the PPA.
10	Include software user's and operating manual
11	Include software service diagram
<b>H</b>	<b>Power Supply Requirements</b>
1	Includes Uninterrupted Power Supply (UPS) for the computer system.
2	The UPS shall be capable of supplying power to the computer system and data storage for at least 15 minutes if the power supply is suddenly interrupted.
3	Sub Power Supply System for X-Ray Operation– Diesel Generator: When the main power source stopped power supply to the X-ray system, the power must be supplied by the diesel power generator, which is an auxiliary power supply system. The switching time of ATS shall be below 5 seconds.
<b>H</b>	<b>Radiation Safety</b>
1	Must have low dose radiation.
2	Must comply with radiation safety standard, less than 0.15 $\mu$ Sv/scan.
3	Emergency shutdown button shall be properly installed at the machine and inside the workstation for the operator's easy access.

### III. TECHNICAL SPECIFICATIONS

XRAY SCANNER	
Modular L-shaped dual energy linear detector	
Automatic color-coding: At least 3 colors to distinguish between organic/non-organic/metallic items.	
Fully integrated driver identification camera	
Weather proofing	
Remote operation	
Operator cabin	
LED traffic lights	
Speed sensor	
Two (2) Infrared access limiting barriers	
Additional interlocks and emergency stop buttons	
UPS for scanning system	
Integrated Automatic Face Detection/Analysis System	
Integrated Automatic Plate Number Detection and	

Analysis/Registration System	
Anode Voltage	200kV
Power Supply Voltage	230V $\pm$ 23V, 50/60 Hz
Maximum Power Consumption	Up to 2kVA
Ambient Operating Temperature Range:	From -10°C to + 50°C
Relative Operating Air Humidity Range:	From 45% up to 90% @ t = + 25°C
Ambient Transportation Temperature Range:	From -20°C to + 40°C
Relative Transportation Storage Air Humidity Range:	Max 90% at temperature + 25°C
Radiation Safety	<0.15 $\mu$ Sv/scan at 7 km/h vehicle speed
<b>IMAGE QUALITY</b>	
Penetration (steel)	Up to 25 mm
Contrast Sensitivity	2%
Copper Wire Detection Capability	Ø 0.80 mm (20 AWG)
Spatial Resolution	2.0 mm
Detector x-ray sensitive element pixel size	2.5 mm
No. of pixels	2688 each energy

#### IV. ADDITIONAL SUPPLIER'S QUALIFICATIONS

1. The Supplier shall be an authorized distributor of the equipment. It shall present a certification/accreditation to this effect, issued by the manufacturer of the subject vehicle x-ray machines.
2. The Supplier shall have a certification by an accredited international organization concerning the radiation safety of the equipment.

#### V. APPROVED BUDGET FOR CONTRACT

The Approved Budget for the Contract is in the amount of SEVEN HUNDRED FIFTY MILLION PESOS ONLY (P750,000,000.00).

## VI. SCHEDULE OF DELIVERY

The equipment shall be delivered and installed by the Supplier within the timeline below.

DELIVERY & INSTALLATION	TIMELINE
PMO Batangas (Baseport)	90-120 days from Notice to Proceed
PMO Bicol (Matnog)	90-120 days from Notice to Proceed
PMO Panay/Guimaras (Dumangas)	90-120 days from Notice to Proceed
PMO Misamis Oriental/Cagayan De Oro (Baseport)	90-180 days from Notice to Proceed
PMO Misamis Occidental/Ozamiz (Baseport)	120-180 days from Notice to Proceed
PMO Surigao (TMO-Lipata)	90-180 days from Notice to Proceed

## VII. OTHER TERMS AND CONDITIONS

1. **Warranty.** Each unit shall be free from defects in materials and workmanship. The warranty period shall be at least three (3) years from the date of receipt of the equipment by the PPA, wherein all costs for any repairs and/or replacement of parts of the equipment shall be for the account of the Supplier.
2. **Spare Parts.** The Supplier shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.
3. **After-Sales Services.** The Supplier shall have a minimum of three (3) service engineers or technicians, certified by the manufacturer, who can perform preventive and corrective maintenance on-site at any requested time.

The Supplier shall provide for technical support, either through phone-in hotline or on-site visits, if necessary.

Phone-in concerns to the Supplier's technical support group shall be resolved within thirty-six (36) hours from the call. Any request for an on-site inspection/work on the equipment shall be done within 24 – 72 hours from the time of such request.

4. **Service Unit/s.** The Supplier shall warrant the availability of a service unit in case of repairs, or in the event of a breakdown of any of the purchased equipment.

The temporary unit shall be deployed to the concerned PMO within 48 hours from PPA's request. Any replacement shall be of the same or superior specifications and acceptable to the PPA.

5. **Training/Orientation.** Training/orientation for the use and maintenance of the equipment shall be conducted by the Supplier for the concerned PPA personnel. Training shall be done within one (1) month from installation of all units.
6. **Equipment Manual.** One set of equipment manual shall be included for each unit of equipment delivered.
7. **Pre-Delivery Inspection.** A pre-delivery inspection in place of manufacture shall be done by the concerned PPA personnel. All travel and accommodation expenses for such inspection shall be for the account of the Supplier.

## *Technical Specifications*

Item	Specification	Statement of Compliance Bidders state here either "comply" or "not comply"
	<b>DIMENSIONS</b>	
	<b>Maximum size of scanned object</b> Height : 10 feet Width : 9 feet	
	<b>Inspection Tunnel</b> At least - Height : 10 feet Width : 9 feet	
	<b>Height from ground level to lowest point of detector</b> 0.14m from ground level	
	<b>CAPABILITIES</b>	
<b>A</b>	<b>Drive-Thru Technology</b>	
1	The units shall be able to scan and process information while the vehicle passes through the inspection portal, without the need for the passengers to alight from the vehicle/s.	
2	Each unit shall be able to scan the contents of each vehicle in a free-flow operation mode with a speed of 5-15 km/hr.	
3	Each unit must be able to scan at least 120 vehicles per hour.	
4	There should be automatic counting and saving of information as to number of passengers.	
5	The system must integrate alarm sounds during questionable events.	
<b>B</b>	<b>Under-Vehicle Video Surveillance</b>	
1	The x-ray scanner must provide a video surveillance system for under-vehicle inspection.	
<b>C</b>	<b>Automatic Face Detection and Analysis</b>	
1	The system must have a real-time multi-face recognition technology that can screen at least five (5) faces simultaneously.	
2	Live Face Service Monitoring	
3	Real-time recordings will be compared against face thumbnails and person database.	
4	The analysis result should be displayed on the screen immediately.	



5	Able to check detected face and matched face information from up to 6 real-time CCTVs.	
6	Provide alarm feature for easy confirmation	
7	Straightforward user interface	
8	Convenient drag & drop	
9	Tree View device and location lists for increased convenience	
10	Top match information provided based on set threshold	
11	Provide detailed information of top two matched persons	
12	Fully integrated driver identification camera	
13	Weather proofing	
14	Remote operation	
15	Operator cabin	
16	LED traffic lights	
17	Speed sensor	
18	Two (2) Infrared access limiting barriers	
19	Additional interlocks and emergency stop buttons	
20	UPS for scanning system	
21	Integrated Automatic Face Detection/Analysis System	
22	Integrated Automatic Plate Number Detection and	
23	Analysis/Registration System	
<b>D</b>	<b>Automatic Plate Number Detection and Analysis</b>	
1	Should be able to recognize various types of vehicle plates.	
2	Automatically save and update vehicle and driver information.	
3	The detected vehicle plate number will be automatically compared with those already stored in the database and the result/analysis should be immediately displayed on the screen.	
4	If the plate number is not already in the database, it should be automatically stored in the database with driver's facial image.	
5	In the event of a different driver using the same vehicles, the facial image of the driver should be stored under the same registered plate number/vehicle.	
6	Automatic calculation of the number of visits per vehicle.	
<b>E</b>	<b>Database</b>	

1	A database should be included that can easily be accessed using event-based history and previous data saved.	
<b>F</b>	<b>Operating and Management Computer System</b>	
1	The data storage capacity must be at least one (1) month for x-ray scanner data, face detection and plate number detection data.	
2	The system must have at least three (3) monitors with appropriate full HD LED display Monitor to display different purposed images.	
3	The Computer system must support real time operating computing capability, network communication and sound system.	
<b>G</b>	<b>System Integrated Operating and Management Service Software</b>	
1	Shall include a main headquarters (HQ) server and site server.	
2	Shall include protection from system hacking. All data must be encrypted.	
3	The client software must independently operate to control and manage the integrated x-ray system and storage data.	
4	The software shall be able to send emergency signal/s to the main HQ server in case of emergency events.	
5	The server software shall be able to access the site software real time.	
6	The server software shall be able to see the site image real time.	
7	The server software should be able to access the site software based on scheduling to a Client Storage Data and store the received data in to storage medium in the server automatically.	
8	Shall have protection from hacking.	
9	The integrated software shall be able customizable for the PPA.	
10	Include software user's and operating manual	
11	Include software service diagram	
<b>H</b>	<b>Power Supply Requirements</b>	
1	Includes Uninterrupted Power Supply (UPS) for the computer system.	
2	The UPS shall be capable of supplying power to the computer system and data storage for at	

	least 15 minutes if the power supply is suddenly interrupted.	
3	Sub Power Supply System for X-Ray Operation– Diesel Generator: When the main power source stopped power supply to the X-ray system, the power must be supplied by the diesel power generator, which is an auxiliary power supply system. The switching time of ATS shall be below 5 seconds.	
<b>H</b>	<b>Radiation Safety</b>	
1	Must have low dose radiation.	
2	Must comply with radiation safety standard, less than 0.15 µSv/scan.	
3	Emergency shutdown button shall be properly installed at the machine and inside the workstation for the operator's easy access.	
<b>XRAY SCANNER</b>		
Modular L-shaped dual energy linear detector		
Automatic color-coding: At least 3 colors to distinguish between organic/non-organic/metallic items.		
Fully integrated driver identification camera		
Weather proofing		
Remote operation		
Operator cabin		
LED traffic lights		
Speed sensor		
Two (2) Infrared access limiting barriers		
Additional interlocks and emergency stop buttons		
UPS for scanning system		
Integrated Automatic Face Detection/Analysis System		
Integrated Automatic Plate Number Detection and		
Analysis/Registration System		
Anode Voltage	200kV	
Power Supply Voltage	230V ± 23V, 50/60 Hz	
Maximum Power Consumption	Up to 2kVA	
Ambient Operating Temperature Range:	From -10°C to + 50°C	
Relative Operating Air Humidity Range:	From 45% up to 90% at = + 25°C	
Ambient Transportation Temperature Range:	From -20°C to + 40°C	

Relative Transportation Storage Air Humidity Range:	Max 90% at temperature + 25°C	
Radiation Safety	<0.15 µSv/scan at 7 km/h vehicle speed	
<b>IMAGE QUALITY</b>		
Penetration (steel)	Up to 25 mm	
Contrast Sensitivity	2%	
Copper Wire Detection Capability	Ø 0.80 mm (20 AWG)	
Spatial Resolution	2.0 mm	
Detector x-ray sensitive element pixel size	2.5 mm	
No. of pixels	2688 each energy	
Delivery of equipment manuals		
Training/Orientation		

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

## TABLE OF CONTENTS

ANNEX 1	BID FORM .....	77
ANNEX 2	CONTRACT AGREEMENT FORM .....	81
ANNEX 3	OMNIBUS SWORN STATEMENT .....	83
ANNEX 4	BANK GUARANTEE FORM FOR ADVANCE PAYMENT.....	89
ANNEX 5	BID SECURING DECLARATION FORM .....	90
ANNEX 6	STATEMENT OF ON-GOING AND AWARDED BUT NOT YET STARTED CONTRACTS .....	92
ANNEX 7	STATEMENT OF COMPLETED PROJECTS .....	93
ANNEX 8	FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK .....	94

**Bid Form**

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

Atty. ADRIAN FERDINAND S. SUGAY  
 Chairperson  
 Bids & Awards Committee for the Procurement of Goods  
 and Consultancy Services  
 Philippine Ports Authority  
 PPA Building, Bonifacio Drive  
 South Harbor, Port Area, Manila

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 *Procurement of Six (6) Units of Vehicle X-ray Machines for RoRo Ports* 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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports of the Name of the 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 Procurement of Six (6) Units of Vehicle X-ray Machines for RoRo Ports 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 \_\_\_\_\_



### 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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports* 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

---

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 the *Procurement of Six (6) Units of Vehicle X-ray Machines for RoRo Ports, 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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports.*

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

---

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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports* 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:
  - 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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports*.

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 Corporation or Joint Venture

---

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 Six (6) Units of Vehicle X-ray Machines for RoRo Ports 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 Six (6) Units Vehicle X-ray Machines for RoRo Ports.*

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 \_\_\_\_\_

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

---

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

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

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

x-----x

**BID-SECURING DECLARATION**  
Invitation to Bid No.: \_\_\_\_\_ [Insert reference number]

To:

Atty. ADRIAN FERDINAND S. SUGAY  
Chairperson  
Bids & Awards Committee for the Procurement of Goods  
and Consultancy Services  
Philippine Ports Authority  
PPA Building, Bonifacio Drive  
South Harbor, Port Area, Manila

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 \_\_\_\_\_

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

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

---

**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 follows:

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: \_\_\_\_\_