

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

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Ports Authority.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Ports Authority for CY 2017 in the amount of <b>One Hundred Sixty-Eight Million Pesos (Php 168,000,000.00).</b></p>
1.1(k)	<p>Two (2) units shall be deployed to each of the following PMOs:</p> <ol style="list-style-type: none"> <li>1. Bicol (Matnog)</li> <li>2. Panay/Guimaras</li> <li>3. Misamis Oriental/Cagayan de Oro</li> <li>4. Misamis Occidental/Ozamis</li> <li>5. Zamboanga</li> <li>6. Zamboanga del Norte</li> </ol>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><b>Atty. ADRIAN FERDINAND S. SUGAY</b>  Chairperson  Bids &amp; Awards Committee for the Procurement of Goods and Consultancy Services  Philippine Ports Authority  PPA Building, Bonifacio Drive  South Harbor, Port Area, Manila  Telephone No. 527-8356 local 604</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 INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods Supplied from Abroad, "The delivery terms applicable to the Contract are DDP delivered to Philippine Ports Authority Head Office, Manila. In accordance with INCOTERMS."</p> <p>For Goods Supplied from Within the Philippines, "The delivery terms</p>

applicable to this Contract are delivered to Philippine Ports Authority Head Office, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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

For Goods supplied from within the Philippines:

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

Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Original and four copies delivery receipt/note, railway receipt, or truck receipt;

Original Supplier’s factory inspection report;

Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;

Original and four copies of the certificate of origin (for imported Goods);

Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;

Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and

Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For Goods supplied from abroad:

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

	<p>Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>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 ;</p> <p>Original Supplier's factory inspection report;</p> <p>Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>Original and four copies of the certificate of origin (for imported Goods);</p> <p>Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Department Manager of the Administrative Services Department of the PPA Head Office, or his/her representative.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>performance or supervision of on-site assembly and/or start up of the supplied Goods;</p> <p>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>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</p>
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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:

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

in the event of termination of production of the spare parts:

advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

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 at least five years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three weeks 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 –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the

	<p>Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure 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	Payment shall be made in Philippine Peso.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	One (1) year after acceptance by the PPA of the completed service.
17.4	Within 10 days from receipt of the notice.
21.1	No additional provision. If the supplier is a joint venture, all partners thereto shall be jointly and severally liable to the PPA.

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Delivery and Installation of All Body Scanner Machines		<b>12</b>	30-45 days from Notice to Proceed

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

\_\_\_\_\_  
Date



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

## **PROCUREMENT OF TWELVE (12) UNITS OF BODY SCANNER MACHINES**

### **TERMS OF REFERENCE**

With the growing need for tighter security measures in gateway ports in the country, the Philippine Ports Authority requires the supply, delivery, and installation of concealed threat detector or body scanner machines. These machines are to be used for screening people for possible carriage of contrabands, weapons, narcotics, and explosives.

We aim to secure units of body screening equipment that can be transferred from one location to another as the need arises. The units shall be able to screen individuals and detect metallic and non-metallic objects concealed under clothing.

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

Two (2) units shall be deployed to each of the following PMOs, respectively:

1. Bicol (Matnog)
2. Panay/Guimaras
3. Misamis Oriental/Cagayan de Oro
4. Misamis Occidental/Ozamis
5. Zamboanga
6. Zamboanga del Norte

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

1. Mobility. The equipment shall operate without compromising people's throughput. It shall be small enough to allow mounting to the floor or ceiling, and transport to another area/s through a mobile trolley.
2. Virtual detection. The equipment shall be capable of screening individuals with full height view, either by standing/turning in front of the unit, or by walk-through.

The equipment must be able to detect virtually any material, and can segregate threat items or contrabands hidden upon the person under multiple layers of clothing in real time. It shall be able to detect metals, plastics, ceramics, liquids, gels, and powders.

3. Mass screening. It shall be able to monitor simultaneously multiple individuals.

4. Power Source. It should be able to perform either with main electrical source or battery power.
5. Safety and Privacy. The equipment shall be non-invasive. It shall not be harmful to the individuals around the equipment. It should not capture or record intimate body details.

The machine shall not capture anatomical details of persons. The images captured shall only show silhouettes of the detected items.

6. Other nuisance. The equipment shall be able to focus on human beings. Its performance shall not be affected by other nuisance alarms caused by adverse weather, variable lighting, and the like.
7. Cloud storage. Data gathered by the system shall not require other servers, it shall allow storage in the cloud.
8. Operator-assist function to highlight potential objects of interest.

### III. TECHNICAL SPECIFICATIONS

SPECIFICATIONS	
Physical Size	Not to exceed 665mm (length) and 550mm (width)
Weight	Not to exceed 25 kgs.
Operation Temperature	5 °C to 45 °C
Relative Humidity	95% non-condensing.
Power Consumption	90W
Input Voltage	90V AC 264V AC, 47/63 Hz
Field of View	750mm x H1500mm at 4.5m
Imaging Options	MMw Imaging: User selectable with color options
Imaging Distance	3m - 8m
Weight	Should not exceed 24 kilograms.
System Sensors	0.25 THz passive sensing array ; Colour CCTV Camera.
Frame Rate	6 Hz (CCTV and THz data correctly aligned and overlaid).
Minimum Resolution	5cm x 5cm at 3m distance on stationery object.
Distance for full imaging of an individual	Full height at 3.5 meters.

<b>SOFTWARE</b>	
System should allow digital capture of MMw and CCTV on proprietary software	
Software should allow direct control of camera for fast capture of images	
Camera exposure setting should be controlled via the software interface	
Software should allow automated download of captured images	
<b>INTEGRATION</b>	
An SDK to facilitate integration with broader security solutions	
Ability to view up to 4 images to one laptop or workstation	
<b>ACCESSORIES/INCLUSIONS</b>	
Mobile operator/trolley stand	
Laptop	
Battery mobile trolley (with integrated battery)	
Bespoke display	

<b>MOBILE OPERATOR STAND</b>	
Dimensions	
Height	Not to exceed 1100 mm
Width	Not to exceed 500 mm
Depth	Not to exceed 800 mm
Weight	Not to exceed 35 kgs; Not to exceed 60 kgs including body scanner and laptop
Operating Temperature Range	5 to 35 degrees celsius
Power consumption	Less than 175 W
Operating Voltage	90V AC - 264V AC, 47/63 Hz
External Connections	Main AC (power) ; Ethernet
Operational Environment	Ondoor, dry and air-conditioned location

#### **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 body scanner machines.
2. The Supplier shall have a certification by an accredited international organization concerning the radiation safety of the equipment.

#### **V. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract is in the amount of ONE HUNDRED SIXTY-EIGHT MILLION PESOS (₱ 168,000,000.00).

#### **VI. SCHEDULE OF DELIVERY**

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

<b>DELIVERY &amp; INSTALLATION</b>	<b>TIMELINE</b>
PMO Bicol (Matnog)	30-45 days from Notice to Proceed
PMO Panay/Guimaras	30-45 days from Notice to Proceed
PMO Misamis Oriental/Cagayan de Oro	30-45 days from Notice to Proceed
PMO Misamis Occidental/Ozamis	30-45 days from Notice to Proceed
PMO Zamboanga	30-45 days from Notice to Proceed
PMO Zamboanga del Norte	30-45 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 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.

## *Technical Specifications*

Item	Specification	Statement of Compliance
		Bidders must state here either "Comply" or "Not Comply"
	<b>SPECIFICATIONS</b>	
	Physical Size: Not to exceed 665mm (length) and 550mm (width)	
	Weight: Not to exceed 25 kgs.	
	Operation Temperature: 5 °C to 45 °C	
	Relative Humidity: 95% non-condensing	
	Power Consumption: Not to exceed 90W	
	Input Voltage: 90V AC 264V AC, 47/63 Hz	
	Field of View: 750mm x H1500mm at 4.5m	
	Imaging Options: MMw Imaging: user selectable with color options	
	Imaging Distance: 3m – 8m	
	Weight: Should not exceed 24 kilograms	
	System Sensors: 0.25 THz passive sensing array; Colour CCTV Camera	
	Frame Rate: 6 Hz (CCTV and THz data correctly aligned and overlaid)	
	Minimum Resolution: 5cm x 5cm at 3m distance on stationery object	
	Distance for full imaging of an individual: Full height at 3.5 meters	
	<b>SOFTWARE</b>	
	System should allow digital capture of MMw and CCTV on proprietary software	
	Software should allow direct control of camera for fast capture	

	of images	
	Camera exposure setting should be controlled via the software interface	
	Software should allow automated download of captured images	
	<b>INTEGRATION</b>	
	An SDK to facilitate integration with broader security solutions	
	Ability to view up to 4 images to one laptop or workshop	
	<b>ACCESSORIES/INCLUSIONS</b>	
	Mobile operator/trolley stand	
	Laptop	
	Battery mobile trolley (with integrated battery)	
	Bespoke display	
	Equipment manual	
	<b>MOBILE OPERATOR STAND</b>	
	Dimensions Height: Not to exceed 1100 mm Width: Not to exceed 500 mm Depth: Not to exceed 800 mm	
	Weight: Not to exceed 35 kgs; Not to exceed 60 kgs including body scanner and laptop	
	Operating Temperature Range: 5 to 35 degrees celcius	
	Power Consumption: Less than 175 W	
	Operating Voltage: 90V AC – 264V AC, 47/63 Hz	
	External Connections: Main AC (power); Ethernet	
	Operational Environment: Ondoors, dry and air-conditioned location	
	<b>GENERAL REQUIREMENTS</b>	
	One set of equipment manual shall be included for each unit of equipment delivered.	
	Conduct of training for operation and basic maintenance of units.	



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

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## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid N°: \_\_\_\_\_

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]* Twelve (12) Units of Body Scanner Machines in conformity with the said Bidding Documents for the sum of One Hundred Sixty-Eight Million Pesos (Php 168,000,000.00) 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 Twelve (12) Units of Body Scanner Machines *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the Procurement of Twelve (12) Units of Body Scanner Machines.*

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

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THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between PHILIPPINE PORTS AUTHORITY 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 Twelve (12) Units of Body Scanner Machines and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Hundred Sixty-Eight Million Pesos (Php 168,000,000.00).

### 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 Procurement of Twelve (12) Units of Body Scanner Machines, *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 Twelve (12) Units of Body Scanner Machines.
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

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 Twelve (12) Units of Body Scanner Machines, 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 Twelve (12) Units of Body Scanner Machines.

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 Twelve (12) Units of Body Scanner Machines, 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 Twelve (12) Units of Body Scanner Machines.
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]

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## BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We<sup>1</sup>, the undersigned, declare that:

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

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

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]  
Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

[illegible]

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

**Name and Signature of Authorized Representative**

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Date



**NET FINANCIAL CONTRACTING CAPACITY (NFCC)  
COMPUTATION**

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

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

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

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

NFCC = Php \_\_\_\_\_

K = 15

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

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative