

BIDDING DOCUMENTS

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATICEXPLOSIVE DETECTION SYSTEM USING COMPUTED TOMOGRAPHY (cT) TECHNOLOGY AND EXPLOSIVE TRACE DETECTOR FOR THE OFFICE FOR TRANSPORTATION SECURITY

PUBLIC BIDDING NO: 21-057-7

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	11
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents	14
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	31

Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	63
Bid Form	66
STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID	73
Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts	74
JOINT VENTURE AGREEMENT	75
MISCELLANEOUS PROVISIONS	78

Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school

buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

**INVITATION TO BID
FOR THE
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF
AUTOMATIC EXPLOSIVE DETECTION SYSTEM USING COMPUTED
TOMOGRAPHY (CT) TECHNOLOGY AND EXPLOSIVE TRACE
DETECTORS PUBLIC BIDDING NO. 21-057-7**

FUNDING SOURCE: GAA 2018

1. The *Office for Transportation Security*, through the *Government Appropriations Act CY 2019* intends to apply the sum of *Php 232,000,000.00* being the Approved Budget for the Contract (ABC) to payments under the contract for *the Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology and Explosive Trace Detectors for the Office for Transportation Security under Public Bidding No. 21-057-7*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology	112,000,000.00	12,000.00	Please refer to Section VI. Schedule of Requirements
2	1 lot	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	120,000,000.00	12,000.00	

Bidders should have completed, within **five (5) years** prior to the date of submission and receipt of bids, a contract similar to the Project.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	May5, 2021
Issuance and Availability of Bid Documents	May 5, 2021
Pre-Bid Conference	May12, 2021; 10:00 A.M.
Last day of Submission of Written Clarification	May 16, 2021

Last day of Issuance of Bid Bulletin	May 19, 2021
Deadline for Submission	May 26, 2021; 10:00 A.M.
Opening of Bids	Immediately after the Deadline of Submission of Bids

3. The *Office for Transportation Security*, through its procuring agent, *Procurement Service* now invites bids for the above Procurement Project. Completion of the Works is required *within 120 calendar days upon issuance of the Notice to Proceed*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.
6. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier’s Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the **Procurement Service – DBM (PS-DBM)**, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

7. The PROCUREMENT SERVICE will hold a Pre-Bid Conference on **12 May 2021; 10:00 A.M.** which shall be open to all interested parties. Pursuant to the **General Community Quarantine** and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: **meet.google.com/hfi-aypc-jaz** for online access via Google Meet.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **26 May 2021; 10:00 A.M.** at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the **General Community Quarantine** and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: **meet.google.com/tui-cpjm-dsa** for online access via Google Meet. Bids will be opened in the presence of the Bidders’

representatives who choose to attend the opening. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

9. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd Floor of the Procurement Service.
10. The PROCUREMENT SERVICE reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee VII
Procurement Service
RR Road, Cristobal St., Paco, Manila
8290-6300 loc.4006
pd5@ps-philgeps.gov.ph

(SGD)
ULYSSES E. MORA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Procurement Service - DBM** wishes to receive Bids for the **Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System using Computed Tomography (CT) Technology and Explosive Trace Detectors for the Office of Transportation Security** under a RA 9184, with Public Bidding No. **21-057-7**.

The Procurement Project (referred to herein as “Project”) is composed of **Two (2) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. Through funding as indicated in **2018GAA**.

2.2. The source of funding is:

GoP Office of Transportation Office

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 7.2. **Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five(5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. **Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019.** The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - i. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **September 23, 2021 (120 calendar days from the opening of bids)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <u><i>For lot 1 & 2 Contracts similar to those classified as any contract on Baggage Screening Equipment or Explosive Detection System.</i></u></p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>				
7.1	<i>Subcontracting is not allowed.</i>				
12	The price of the Goods shall be quoted <i>Office for Transportation Security</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	Item No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)
	1	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology	₱ 2,240,000.00	₱ 5,600,000.00	Please see Section VIII attached as Annex "H"
	2	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	₱ 2,400,000.00	₱ 6,000,000.00	
15	<p>Each Bidder shall submit one (1) original and Two (2) copies of the first and second components of its bid.</p> <p>The duplicate- <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1</p>				

	need not contain photocopies of the same.												
19.3	<p>The lots and references are:</p> <table border="1" data-bbox="341 479 1434 936"> <thead> <tr> <th data-bbox="341 479 483 546">Item No.</th> <th data-bbox="483 479 735 546">Quantity</th> <th data-bbox="735 479 1150 546">Item/Description</th> <th data-bbox="1150 479 1434 546">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="341 546 483 775">1</td> <td data-bbox="483 546 735 775">1 Lot</td> <td data-bbox="735 546 1150 775">Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology</td> <td data-bbox="1150 546 1434 775">112,000,000.00</td> </tr> <tr> <td data-bbox="341 775 483 936">2</td> <td data-bbox="483 775 735 936">1 Lot</td> <td data-bbox="735 775 1150 936">Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type</td> <td data-bbox="1150 775 1434 936">120,000,000.00</td> </tr> </tbody> </table>	Item No.	Quantity	Item/Description	Approved Budget for the Contract	1	1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology	112,000,000.00	2	1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	120,000,000.00
Item No.	Quantity	Item/Description	Approved Budget for the Contract										
1	1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology	112,000,000.00										
2	1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	120,000,000.00										
20.2	<p>Documents, licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for year 2019 or Latest (BIR Form 1701 or 1702). 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the months of October 2020 to March 2021. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p> <ol style="list-style-type: none"> 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 4. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable. <p><i>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.</i></p>												

	5. Updated PhilGEPS Certificate of Registration (Platinum Membership).
21.1	No further instructions.

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreements specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause		
1	The Project Sites are: For EDS	
	LOCATION	NUMBER OF EDS
	LUZON AREA	
	Puerto Princesa International Airport	1
	MINDANAO AREA	
	Davao International Airport	1
	General Santos International Airport	1
	Zamboanga International Airport	1
	TOTAL	4
	For ETD	
	LOCATION	NUMBER OF ETDs
	LUZON AREA	
	Puerto Princesa International Airport	1
	VISAYAS AREA	
	Bohol–Panglao International Airport	1
	Kalibo International Airport	1
	Iloilo International Airport	1
	MINDANAO AREA	
	Cotabato Airport	1
	Davao International Airport	2
	General Santos International Airport	1
	TOTAL	8
	Delivery and Documents –	

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:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered *[indicate place of destination]*. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. 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).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is : : JOE MARK ANCHETA
Office for Transportation Security
Aurora Boulevard, Pasay City
Contact No. 091556485274

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 and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **three (3) months**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **three (3) months** 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
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</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.
2.2	Please refer to Terms of Reference
4	<i>Not Applicable</i>

Section VI. Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	1 lot	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology	Within two Hundred Ten(210) Calendar Days from the effective date indicated in the Notice to Proceed
2	1 lot	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	Within One Hundred Twenty (120) Calendar Days from the effective date indicated in the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

Section VII. Technical Specifications

LOT NO. 1	:	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology
QUANTITY	:	1 Lot
APPROVED BUDGET FOR THE CONTRACT	:	₱ 112,000,000.00

ITEM DESCRIPTION	BIDDER'S STATEMENT OF COMPLIANCE
<p>Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology</p> <p><i>*Conforms to the attached Terms of Reference of Explosive Detection System on Annex A.</i></p>	<p>Brand: _____</p> <p>Model: _____</p>
<p>Operator Image Analysis</p> <p>Must be of a colored Computed Tomography X-ray Imaging Security system with 3D rotatable object representation</p>	
<p>Video Display</p> <p>Must have a color display monitor with at least 1920 x 1080 resolution</p>	
<p>Minimum Display Technology: TFT/LCD/LED Monitors</p>	
<p>Minimum Monitor Size: 19-inch TFT/LCD/LED Monitor</p>	
<p>Computer Specifications</p> <ul style="list-style-type: none"> • Must be network ready for future remote operation and workstation. • Must have storage capacity for at least 10,000 scanned images • Operating system must be LINUX based system to avoid 	
<p>Health and Safety</p> <p>System must be provided with emergency stop buttons on both ends. Emergency stop must also available in the controlled</p>	

keyboard.	
Maximum Radiation exterior leakage rate:Not More Than 1μSv/hr	
Systems must be provided with “ <i>Power ON</i> ” and “ <i>X-Ray ON</i> ” indicators at both ends of the X-Ray tunnel and on the operator Workstation	
Operating Environment	
Humidity: Up to 90% Non-condensing;	
Operating Temperature: Up to 40°C;	
Must not require an internal air-conditioning system to Operate	
Electrical/ Power	
Power Supply: Must be able to operate with a power source of 200 to 250VAC, 1-Phase, 60 Hz	
X-Ray Generators	
Anode voltage minimum: 160 kV at 3mA	
Technology	
Dual Energy Rotating Gantry CT	
Physical	
Minimum Tunnel Size: <ul style="list-style-type: none"> • Width 600 mm • Height 400 mm. 	
Minimum Conveyor Height: 600mm	
Conveyor Load: Conveyor must support a maximum load of at least 130kg evenly distributed	
Must not weigh more than 3,000kg (without conveyor extensions/stand-alone)	
Conveyor Speed: Minimum of 200mm/s conveyor speed with throughput of at least 1000 bags per hour while maintaining radiation safety limits (continuous operation excluding any operator review)	

<p>Entry Roller: 1 meter</p> <p>Exit Roller: 2.0 meters with stopper</p> <ul style="list-style-type: none"> - The system shall be mounted on heavy-duty castors for ease of movement. - It shall be fixed in place by means of adjustable screw jack levelling feet It shall be fixed in place by means of adjustable screw jack levelling feet. 	
<p>Mandatory Functions</p> <p>Must be of an advanced Explosive Detection System with full 3D rotatable, high resolution imaging</p>	
<p>Must have at least dual energy computed tomography technology based system</p>	
<p>Must have built-in Threat Image Projection (TIP) feature</p>	
<p>Must have built-in Automatic Explosive Detection (AED) feature</p>	
<p>Must have software upgradable advanced threat detection algorithms for future capability which may include explosives, restricted items and narcotics.</p>	
<p>Must have clearly marked and visible X-RAY ON and POWER indicators to notify operators and non-operators that the machine is operational and in-use</p>	
<p>Must have physical Emergency Stop buttons on both Entry and Exit tunnel and on the Operator Control Panel</p>	
<p>Must have imaging features such as the following:</p> <ul style="list-style-type: none"> • continuous zooming • Black & White Mode / Color • High Penetration mode • Organic and Inorganic Stripping mode • Threat Image Projection • Automatic Explosive Detection (AED) • 3D manipulation functions 	
<p>Must have a designed operational life span of at least 10 years</p>	
<p>Must have a projected Mean Time Between Critical Failure</p>	

(MTBCF) of at least 5000 hours	
Must have an Manufacturer’s approved operational test kit that validates key statistics about the image produced by the machine, to ensure proper overall system detection performance	
Must have a storage capacity of at least 10,000 scanned bags subject to first-in / first-out removal upon reaching the storage capacity threshold	
Must have a built-in bag counter, diagnostics with system runtime, and automated self-test	
Must have dual-energy material discrimination capability to identify different materials	
Must be network ready for software updates and diagnostics.	
<p>Regulatory Approvals</p> <p>The system/technology equipment/model must be included in the “TSA or ECAC QUALIFIED TECHNOLOGIES LIST” and compliant to ECAC EDS CB C3 and TSA at-2 TIER II certified in the USA.</p>	
<p>Meet US or EU safety requirements of at least the following:</p> <ul style="list-style-type: none"> ○ EN 61010-1:2010 ○ UL 61010-1:2012 	
<p>Documentation</p> <p>The supplier/manufacturer shall provide the following items with each x-ray unit:</p>	

<p>a. Operating Instructions</p> <p>The supplier/manufacturer or distributor shall supply with each unit an operator’s manual that shall contain at least the following information:</p> <ul style="list-style-type: none"> a. The purpose of the x-ray unit. b. A description of operator controls. c. A listing of the operating features. d. A description of the capabilities and principles of x-ray screening. e. A block diagram showing the major internal functional components. 	
<p>b. Operator Training Instructions & USB</p> <p>A training package shall be supplied to provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening with the x-ray unit. The training package shall include operator’s manual.</p>	
<p>c. Technical Manual in English</p> <p>A technical manual shall be provided which contains all of the information that could be required by a technician to install, maintain troubleshoot and repair the equipment to the replaceable component level.</p>	
<p>d. Certifications of Test, Inspection, and Conformance</p> <p>The supplier/manufacturer shall provide a certification/document of all tests, test procedures, testing laboratories, compliance to required standards, record of the test results available pertaining to the CT X-ray unit.</p>	
<p>e. Preventive Maintenance Schedule</p> <p>The supplier/manufacturer shall provide a quarterly preventive maintenance schedule.</p>	

<p>Warranty</p> <p>Two (2) years on parts and labor. Excluding wear and tear consumables such as batteries, conveyor belts & tunnel curtains, which shall only have one (1) year warranty on both parts and labor.</p>	
<p>In addition to the two (2)-year warranty:</p> <ul style="list-style-type: none"> • At least Quarterly Preventive Maintenance • 24/7 Helpdesk Service support • On-site support within 72-hours 	
<p>On-site Installation</p> <p>On-site delivery and installation of the equipment</p>	
<p>Surge Protector / Constant Voltage Transformer (CVT)</p> <p>Minimum of 5kVA, voltage range: +15% - 20%, voltage surge/sag tolerance: +/-45%</p>	
<p>UninterruptiblePower Supply (UPS)</p> <p>Minimum of 6kVA, Double On-line Conversion UPS;</p> <p>Input voltage: 130 to 260 VAC, 1-Phase, 50-60Hz</p> <p>Output Voltage: 230VAC +/- 3% or lower, 1-Phase, 60Hz +/- 0.5Hz or lower</p>	
<p>Minimum of 15-minutes back-up time (system ON, idle mode) with at least the following specifications:</p> <ul style="list-style-type: none"> • With manual bypass • With overload and short circuit protection • Simple Network Management Protocol (SNMP) functionality • Operates within 0-40°C and up to 95% non-condensing 	
<p>In-Country Services/Maintenance</p> <p>Must have an established/existing in-country Maintenance and After Sales Service representative qualified service technician certified by the Manufacturer.</p>	

Delivery Period: Within Two Hundred Ten (210) calendar days after the issuance of Notice to Proceed (NTP) in accordance with the Deployment Schedule in Item E.	
Availability of spare parts Must certify/undertake to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative	
Must have available stock of major spare parts for immediate use and replacement of reported defective unit within the warranty period	
Training programs with Training Manual Must provide comprehensive formal training for twenty (20) OTS X-ray technicians/personnel for three (3) days.	
Must provide On-site Operator's Training program with module upon delivery of the equipment	
Must provide 1 st level maintenance and troubleshooting training program with module upon delivery of the equipment	
Operator Console with Operator Chair Ergonomically designed operator console, easy to manipulate and heavy duty bar-stool type chair, non-gas-lift (fixed type), non-swivel and without armrest and backrest	
REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE TECHNICAL BID:	
1. A Certificate of Authorized Distributorship/Reseller/Partner from the Manufacturer of all the offered equipment;	
2. A Certificate of availability of spare parts for the next ten (10) years from the Manufacturer of all the offered equipment;	
3. Bidder's Certification of availability of Service Center/s with factory trained service technicians.	
4. Delivered units must be brand new as certified by the Manufacturer.	
5. Certification of good business track record issued by the Manufacturer for the last five (5) years.	
BIDDERS COMMITMENTS	

The winning bidder shall commit to render the following within the warranty period: a.) Within twenty-four (24) hours support service and response time upon receipt of notice;	
The Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any, for the importation and delivery of the items to the site;	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name of Authorized Representative	Date
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LOT NO. 2	:	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type
QUANTITY	:	1 Lot
APPROVED BUDGET FOR THE CONTRACT	:	₱ 112,000,000.00

ITEM DESCRIPTION	BIDDER'S STATEMENT OF COMPLIANCE
Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type	Brand: _____
<i>* Conforms to the attached Terms of Reference of Explosive Trace Detectors on Annex B.</i>	Model: _____
Technical Specifications and Functions	
1. Detector Type: Mass Spectrometry	
2. Detection Capability: Explosives	
3. Sample Collection: Trace particle swab sampling	
4. Calibration: Automatic internal self- calibration	
5. Alarm Method: Audiovisual alarm capabilities (indicate the probability of trace particles detected)	

6. Data Display: High resolution touchscreen anti-reflective display.	
7. Weight: Must not more than 27 kgs	
8. Analysis Time: Must be twelve (12) seconds or less	
9. Warm up Time: Maximum of thirty (30) minutes	
10. Operating temperature: 0 to 40°C	
11. Operating humidity: 0 to 95% non-condensing	
12. Storage capacity: Minimum of 50,000 samples	
13. Printer: Built-in Printer	
14. Connectivity and Expandability: Ethernet, USB 2.0 ports	
15. Power: 100-240V AC, 50-60Hz	
16. False Alarm Rate : Must not exceed 2% False Alarm rate	
17. Conforms to all safety standards for airports. The detector must not expose: <ul style="list-style-type: none"> a) Any sharp corners or edges that can puncture, cut, or tear the skin or clothing or injure persons coming in contact with the detector, b) External wires, connectors, and cables except the power cable or, c) Loose covers 	
Explosive detection with programmable detection capability for Military, Commercial and Improvised Explosive Device but not limited as listed:	
Type of Explosives	
Picric Acid	EGDN
R Salt	UN
TNT	Tetryl
PETN	HMX
Black Powder &/or Smokeless Powder	AN
RDX	ETN
NG	HMTD
TATP	Sulfur
TNB	DNT
Regulatory Bodies	
Certification and Conformity: Must be included in at least one of the following list: <ul style="list-style-type: none"> • Transportation Security Authority (TSA) Qualified Technologies List; or • European Civil Aviation Conference (ECAC) Certified List; or 	

<ul style="list-style-type: none"> • UK Department for Transport (DfT UK) Approved List 	
<p>Operators Manual</p> <p>Operator’s manual that must contain at least the following information:</p> <ol style="list-style-type: none"> 1.) Purpose of the detector 2.) Description of operator controls 3.) Listing of the operating features 4.) Description of the detection principles and detector capabilities. 	
<p>Consumables:</p> <p>Must include consumables necessary to perform 4,000 samples per unit, and shall include but not be limited (as applicable) to the following: dopants, gloves, desiccants, sample swipes, calibration/verification swipes, etc.</p>	
<p>Consumables shall have at least one year of validity from date of manufacture</p>	
<p>Bid offer shall include cost of each item of prescribed consumables, ordering lead time & shelf life/expiration period and statement of availability of consumables for the next ten (10) years</p>	
<p>Documentation:</p> <p>The supplier/manufacturer shall provide the following items with each unit:</p>	
<p>a. Operating Instructions:</p> <p>The supplier/manufacturer or distributor shall supply with each unit an operator’s manual in English.</p>	
<p>b. Operator Training Instructions & USB/CD-ROM:</p> <p>A training package shall be supplied to provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening operations. The training package shall include operator’s manual.</p>	
<p>c. Technical Manual in English:</p> <p>A technical manual shall be provided which contains all of the information that could be required by a technician to install, maintain troubleshoot and repair the equipment to the replaceable component level.</p>	

<p>Certifications of Test, Inspection, and Conformance:</p> <p>The supplier/manufacturer shall provide a certification/document of tests, test procedures, testing laboratories, compliance to required standards, record of the test results available pertaining to the unit.</p>	
<p>Preventive Maintenance Schedule:</p> <p>The supplier/manufacturer shall provide a preventive maintenance schedule not lesser than the Manufacturer standard.</p>	
<p>Warranty:</p> <p>Two (2) years on parts and labor.</p>	
<p>In addition to the two (2)-year warranty:</p> <ul style="list-style-type: none"> • At least quarterly Preventive Maintenance • 24/7 Helpdesk Service support • On-site support within 72-hours • Provision for stand-by unit equivalent to ten (10%) percent of the total supplied units <p>Shall provide replacement unit in cases where the defective unit can no longer be repaired.</p>	
<p>Delivery Period:</p> <p>One hundred twenty (120) calendar days</p>	
<p>Availability of spare parts:</p> <p>Must certify to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative.</p>	
<p>Training programs with Training Manual:</p> <p>Must provide comprehensive formal training for at least twenty (20) OTS technicians/personnel for three (3) days. The supplier must issue a certificate of attendance.</p>	
<p>Must provide On-site Operator’s Training program with module upon delivery of the equipment</p>	
<p>Supplier’s Certificate of undertaking to conduct all the required trainings as follows:</p> <ul style="list-style-type: none"> • Operator Training • Basic Troubleshooting • Train the Trainor’s Training 	
<p>REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE TECHNICAL BID:</p>	

6. A Certificate of Authorized Distributorship/Reseller/Partner from the Manufacturer of all the offered equipment;	
7. A Certificate of availability of spare parts for the next ten (10) years, spare unit at least one (1) and support service from the Manufacturer of all the offered equipment;	
REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE TECHNICAL BID:	
1. A Certificate of Authorized Distributorship/Reseller/Partner from the Manufacturer of all the offered equipment;	
2. A Certificate of availability of spare parts for the next ten (10) years, spare unit at least one (1) and support service from the Manufacturer of all the offered equipment;	
BIDDERS COMMITMENTS	
The winning bidder shall commit to render the following within the warranty period: a.) Within twenty-four (24) hours support service and response time upon receipt of notice; b.) Availability of technical/personnel/service engineer within Forty Eight (48) to Seventy-Two (72) hours after receipt of request/call from the agency;	
The Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any, for the importation and delivery of the items to the site;	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

ANNEX A



TERMS OF REFERENCE

Supply, Delivery, Installation and Commissioning of Automatic Explosive Detection System (EDS) using Computed Tomography (CT) Technology

I. BACKGROUND/RATIONALE

The Office for Transportation Security has anticipated the need for more advanced security screening checkpoint solutions as today's conventional baggage X-ray machines are no longer sufficient to detect the present threats that the modern world continuously conjures. Common weapons such as guns and knives which previously had always been made of metal, are now being made using non-metallic materials, yet present an even greater threat due to their tendency to be undetected by conventional X-ray scanners.

Plastic and Liquid Explosives which used to be very defined in shape or have an obvious switch and/or trigger are and were housed in metallic bodies are now being creatively made into undetectable objects hidden in everyday gadgets such as laptops and mobile phones. Thin sheet explosives is an example of a charge that can be made to fit in a laptop and remain largely undetectable when scanned through even a Dual View X-ray Machine.

The Office for Transportation Security's proactive approach to security screening has identified the next generation security checkpoint solution using Computed Tomography (CT) baggage scanners capable of fully Automatic Explosive Detection with very high threat detection accuracy. Further to this, it is also capable of addressing metallic and non-metallic threats such as guns and knives, as well as liquid and non-liquid explosives.

The next generation CT scanners is capable of full high-resolution 3D viewing with full object rotation, zooming and object dissection. This will enable our screeners to effectively and efficiently detect, identify, and avert threats that may arise, while enabling them to focus on other screening procedures.

II. DEFINITION OF TERMS AND ACRONYMS

- a. **Computed Tomography (CT)** – is the latest checkpoint scanning equipment to enhance threat detection capabilities for carry-on baggage. The technology is similar to CT technology used in the medical field and research shows that CT is the most consequential technology available today for airport checkpoints.
- b. **Explosives** - reactive substance that contains a great amount of potential energy that can produce an explosion if released suddenly, usually accompanied by the production of light, heat, sound, and pressure.

Handwritten signatures and initials in blue ink, including 'Addy', 'HMM', and 'AKU/Dr. ...'.

III. PROJECT REQUIREMENT

A. PROJECT DESCRIPTION

This project involves the supply, delivery, installation and commissioning of four (4) units EDS CT baggage scanners to designated sites to cope up with the emerging threat to aviation security. This project will enhance and upgrade passenger security screening with the deployment of advanced technology scanners now being used in various airports around the world.

B. PROJECT SCOPE

Supply, delivery, installation and commissioning of four (4) units Explosive Detection System using Computed Tomography (CT) scanners to designated sites.

C. FUNCTIONS

- a) Capable of addressing metallic and non-metallic threats such as guns and knives, as well as liquid and non-liquid explosives
- b) Capable of full high-resolution 3D viewing with full object rotation, zooming and object dissection
- c) Capable of identifying different materials

D. TECHNICAL SPECIFICATIONS

PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
Operator Image Analysis	Must be of a colored Computed Tomography X-ray Imaging Security system with 3D rotatable object representation
Video Display	Must have a color display monitor with at least 1920 x 1080 resolution
	Minimum Display Technology: TFT/LCD/LED Monitors
	Minimum Monitor Size: 19-inch TFT/LCD/LED Monitor
Computer Specifications	<ul style="list-style-type: none">• Must be network ready for future remote operation and workstation.• Must have storage capacity for at least 10,000 scanned images• Operating system must be LINUX based system to avoid viruses.
Health and Safety	System must be provided with emergency stop buttons on both ends. Emergency stop must also available in the controlled keyboard.
	Maximum Radiation exterior leakage rate: Not More Than 1 μ Sv/hr

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	Systems must be provided with "Power ON" and "X-Ray ON" indicators at both ends of the X-Ray tunnel and on the operator Workstation
Operating Environment	Humidity: Up to 90% Non-condensing;
	Operating Temperature: Up to 40°C;
	Must not require an internal air-conditioning system to Operate
Electrical/ Power	Power Supply: Must be able to operate with a power source of 200 to 250VAC, 1-Phase, 60 Hz
X-Ray Generators	Anode voltage minimum: 160 kV at 3mA
Technology	Dual Energy Rotating Gantry CT
Physical	Minimum Tunnel Size: <ul style="list-style-type: none"> • Width 600 mm • Height 400 mm.
	Minimum Conveyor Height: 600mm
	Conveyor Load: Conveyor must support a maximum load of at least 130kg evenly distributed
	Must not weigh more than 3,000kg (without conveyor extensions/stand-alone)
	Conveyor Speed: Minimum of 200mm/s conveyor speed with throughput of at least 1000 bags per hour while maintaining radiation safety limits (continuous operation excluding any operator review)
	Entry Roller: 1 meter
	Exit Roller: 2.0 meters with stopper
	The system shall be mounted on heavy-duty castors for ease of movement. It shall be fixed in place by means of adjustable screw jack levelling feet.
Mandatory Functions	Must be of an advanced Explosive Detection System with full 3D rotatable, high resolution imaging
	Must have at least dual energy computed tomography technology based system
	Must have built-in Threat Image Projection (TIP) feature
	Must have built-in Automatic Explosive Detection (AED) feature
	Must have software upgradable advanced threat detection algorithms for future capability which may include explosives, restricted items and narcotics.
	Must have clearly marked and visible X-RAY ON and POWER indicators to notify operators and non-operators that the machine is operational and in-use
	Must have physical Emergency Stop buttons on both Entry and Exit tunnel and on the Operator Control Panel

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	<p>Must have imaging features such as the following:</p> <ul style="list-style-type: none"> • continuous zooming • Black & White Mode / Color • High Penetration mode • Organic and Inorganic Stripping mode • Threat Image Projection • Automatic Explosive Detection (AED) • 3D manipulation functions
	Must have a designed operational life span of at least 10 years
	Must have a projected Mean Time Between Critical Failure (MTBCF) of at least 5000 hours
	Must have an Manufacturer's approved operational test kit that validates key statistics about the image produced by the machine, to ensure proper overall system detection performance
	Must have a storage capacity of at least 10,000 scanned bags subject to first-in / first-out removal upon reaching the storage capacity threshold
	Must have a built-in bag counter, diagnostics with system runtime, and automated self-test
	Must have dual-energy material discrimination capability to identify different materials
	Must be network ready for software updates and diagnostics.
Regulatory Approvals	<p>The system/technology equipment/model must be included in the "TSA or ECAC QUALIFIED TECHNOLOGIES LIST" and compliant to ECAC EDS CB C3 and TSA at-2 TIER II certified in the USA.</p>
	<p>Meet US or EU safety requirements of at least the following:</p> <ul style="list-style-type: none"> ○ EN 61010-1:2010 ○ UL 61010-1:2012 ○ CSA/CAN C22.2 61010.1.2012
Documentation	The supplier/manufacturer shall provide the following items with each x-ray unit:
a. Operating Instructions	<p>The supplier/manufacturer or distributor shall supply with each unit an operator's manual that shall contain at least the following information:</p> <ol style="list-style-type: none"> a. The purpose of the x-ray unit. b. A description of operator controls. c. A listing of the operating features. d. A description of the capabilities and principles of x-ray screening. e. A block diagram showing the major internal functional components.

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b. Operator Training Instructions & USB	A training package shall be supplied to provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening with the x-ray unit. The training package shall include operator's manual.
c. Technical Manual in English	A technical manual shall be provided which contains all of the information that could be required by a technician to install, maintain troubleshoot and repair the equipment to the replaceable component level.
d. Certifications of Test, Inspection, and Conformance	The supplier/manufacturer shall provide a certification/document of all tests, test procedures, testing laboratories, compliance to required standards, record of the test results available pertaining to the CT X-ray unit.
e. Preventive Maintenance Schedule	The supplier/manufacturer shall provide a quarterly preventive maintenance schedule.
Warranty	Two (2) years on parts and labor. Excluding wear and tear consumables such as batteries, conveyor belts & tunnel curtains, which shall only have one (1) year warranty on both parts and labor. In addition to the two (2)-year warranty: <ul style="list-style-type: none"> • At least Quarterly Preventive Maintenance • 24/7 Helpdesk Service support • On-site support within 72-hours
On-site Installation	On-site delivery and installation of the equipment
Surge Protector / Constant Voltage Transformer (CVT)	Minimum of 5kVA, voltage range: +15% - 20%, voltage surge/sag tolerance: +/-45%
Uninterruptible Power Supply (UPS)	Minimum of 6kVA, Double On-line Conversion UPS; Input voltage: 130 to 260 VAC, 1-Phase, 50-60Hz Output Voltage: 230VAC +/- 3% or lower, 1-Phase, 60Hz +/- 0.5Hz or lower Minimum of 15-minutes back-up time (system ON, idle mode) with at least the following specifications: <ul style="list-style-type: none"> • With manual bypass • With overload and short circuit protection • Simple Network Management Protocol (SNMP) functionality • Operates within 0-40°C and up to 95% non-condensing relative humidity
In-Country Services/ Maintenance	Must have an established/existing in-country Maintenance and After Sales Service representative qualified service technician certified by the Manufacturer.
Delivery	Delivery Period: Within Two Hundred Ten (210) calendar days after the issuance of Notice to Proceed (NTP) in accordance with the Deployment Schedule in Item E.
Availability of spare parts	Must certify/undertake to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative







	Must have available stock of major spare parts for immediate use and replacement of reported defective unit within the warranty period
Training programs with Training Manual	Must provide comprehensive formal training for twenty (20) OTS X-ray technicians/personnel for three (3) days.
	Must provide On-site Operator's Training program with module upon delivery of the equipment
	Must provide 1 st level maintenance and troubleshooting training program with module upon delivery of the equipment
Operator Console with Operator Chair	Ergonomically designed operator console, easy to manipulate and heavy duty bar-stool type chair, non-gas-lift (fixed type), non-swivel and without armrest and backrest
REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE TECHNICAL BID:	
1. A Certificate of Authorized Distributorship/Reseller/Partner from the Manufacturer of all the offered equipment;	
2. A Certificate of availability of spare parts for the next ten (10) years from the Manufacturer of all the offered equipment;	
3. Bidder's Certification of availability of Service Center/s with factory trained service technicians.	
4. Delivered units must be brand new as certified by the Manufacturer.	
5. Certification of good business track record issued by the Manufacturer for the last five (5) years.	
6. List of existing service center/s in the Philippines.	
BIDDERS COMMITMENTS	
The winning bidder shall commit to render the following within the warranty period: a.) Within twenty-four (24) hours support service and response time upon receipt of notice; b.) Availability of technical/personnel/service engineer within Forty Eight (48) to Seventy-Two (72) hours after receipt of request/call from the agency;	
The Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any, for the importation and delivery of the items to the site;	

E. DEPLOYMENT

LOCATION	NUMBER OF EDS
LUZON AREA	
Puerto Princesa International Airport	1
MINDANAO AREA	
Davao International Airport	1
General Santos International Airport	1
Zamboanga International Airport	1
TOTAL	4

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V. PROJECT IMPLEMENTATION TIMELINE

ACTIVITY	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
	2021									
Preliminary Meeting	█									
Pre Procurement	█									
Advertisement	█									
Prebid Conference	█									
Deadline of Submission of Bids and Bid Opening	█									
PSDBM TWG Evaluation	█									
Joint Post Qualification		█								
PSDBM BAC Resolution Recommending Award		█								
Notice of Award			█							
Contract			█							
Notice to Proceed			█							
Delivery (210 CDs)			█	█	█	█	█	█	█	█
Inspection			█	█	█	█	█	█	█	█
Installation			█	█	█	█	█	█	█	█
Commissioning			█	█	█	█	█	█	█	█

VI. RESPONSIBILITIES

A. Responsibility of the Supplier

The SUPPLIER'S liability shall be as provided by the laws of the Republic of the Philippines.

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 OTS shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of defective equipment.

B. Responsibility of OTS

The procuring entity shall exert its best effort to give assistance to the Supplier in obtaining permits, approvals, import and other licenses from local public authorities to ensure the timely compliance of the Supplier with the requirements prescribed; provided however, that the assistance shall be limited to those permits, approvals, import and other licenses which are not identified as pre-requisites for the grant of

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the contract to the Supplier and only for purposes relative to the performance of the obligations in this contract; provided further, that the procuring entity will only give assistance up to an extent allowed by pertinent laws, policy, rules and regulations without exercising any encroachment whatsoever upon the functions and jurisdiction of other government agencies or offices.

VII. QUALIFICATION REQUIREMENTS

A. Qualification of Supplier

1. The following shall be eligible to participate in the bidding:
 - a) Duly licensed Filipino citizens/sole proprietorships;
 - b) If a partnership, duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) If a corporation, duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the out
 - d) standing capital stock belongs to citizens of the Philippines;
2. At least two letters/certification from current/previous clients for satisfactory delivery of goods/services.
3. PHILGEPS Platinum Certificate of Registration

VIII. TERMS OF PAYMENT

Advance Payment – No advance payment shall be allowed under this contract;

On Delivery – Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of receipt of the Goods and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations;

On Installation and Commissioning – Fifteen percent (15%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of installation of the Goods and upon submission of relevant documents in accordance with the prevailing accounting and auditing rules and regulations including corresponding service/testing report or equivalent;

On Acceptance – The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations.

IX. WARRANTY AND GUARANTEE REQUIREMENTS

- a. The system shall have two (2) years of hardware, software and labor warranty. This shall include a quarterly preventive maintenance service for the duration of the warranty period.
- b. Bidder shall include 24 x 7 technical support with a twenty-four (24) hour response time upon receipt of call, for troubleshooting purposes.
- c. Bidder shall provide advanced replacement of defective equipment. Bidder shall have a help desk system in place to accommodate support requests.
- d. Bidder shall provide on-site support at no charge should an issue not be remotely resolvable.
- e. Bidder shall issue a warranty certificate deemed to commence after the date of issuance of Certificate of Completion and Acceptance per site.

X. LIQUIDATED DAMAGES

Subject to GCC Clauses 18 and 22, 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 OTS shall, without prejudice to its other remedies under the 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 (1%) 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 OTS shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it. Further, the claim for the liquidated damages shall be due without the need for demand.

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Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
OFFICE FOR TRANSPORTATION SECURITY

TERMS OF REFERENCE

Supply, Delivery, Installation and Commissioning of Desktop Type Explosive Trace Detectors (ETD)

I. BACKGROUND/RATIONALE

The Office for Transportation Security (OTS) is acquiring Explosive Trace Detector (ETD) for the day to day operational use of the Security Screening Officers (SSOs) and Screening Supervisors located in various airports nationwide for improved security stance in the transportation systems of the country.

The Explosive Trace Detector will be used to detect possible threats within the baggage and cargos that are brought inside the airports.

II. DEFINITION OF TERMS AND ACRONYMS

- a. **Explosives** - reactive substance that contains a great amount of potential energy that can produce an explosion if released suddenly, usually accompanied by the production of light, heat, sound, and pressure.
- b. **Explosive Trace Detector (ETD)** - explosive detection equipment able to detect trace amount of explosives. The detection is accomplished by sampling non-visible "trace" amounts of particulates. The equipment is used mainly in airports and other vulnerable areas considered susceptible to acts of unlawful interference.
- c. **Mass spectrometry (MS)** - an analytical technique that measures the mass-to-charge ratio of ions. The results are typically presented as a mass spectrum, a plot of intensity as a function of the mass-to-charge ratio. Mass spectrometry is used in many different fields and is applied to pure samples as well as complex mixtures.

III. PROJECT REQUIREMENT

A. PROJECT DESCRIPTION

This project involves the supply, delivery, installation and commissioning of eight (8) units explosive trace detectors.

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B. PROJECT SCOPE

Supply, delivery, installation and commissioning of eight (8) units explosive trace detectors to designated sites.

C. FUNCTIONS

- a) Has the capability and sensitivity to detect and identify trace amount of explosives
- b) Provide for on board diagnostic system that assists operators with maintenance and troubleshooting for error resolution and has an automatic and continuous internal self-calibration function
- c) Provides a user- friendly interface
- d) Provides cost effective manual sampling for easy use that is capable of effectively sampling baggage, persons and cargo
- e) Provides printout of information in readable form for reports on analysis results, equipment usage, account summary and log data.

D. TECHNICAL SPECIFICATIONS

PERFORMANCE CRITERIA	MINIMUM REQUIREMENT
Technical Specifications and Functions	1. Detector Type: Mass Spectrometry
	2. Detection Capability: Explosives
	3. Sample Collection: Trace particle swab sampling
	4. Calibration: Automatic internal self- calibration
	5. Alarm Method: Audiovisual alarm capabilities (indicate the probability of trace particles detected)
	6. Data Display: High resolution touchscreen anti-reflective display.
	7. Weight: Must not more than 27 kgs
	8. Analysis Time: Must be twelve (12) seconds or less
	9. Warm up Time: Maximum of thirty (30) minutes
	10. Operating temperature: 0 to 40°C
	11. Operating humidity: 0 to 95% non-condensing
	12. Storage capacity: Minimum of 50,000 samples
	13. Printer: Built-in Printer
	14. Connectivity and Expandability: Ethernet, USB 2.0 ports
	15. Power: 100-240V AC, 50-60Hz
	16. False Alarm Rate : Must not exceed 2% False Alarm rate
	17. Conforms to all safety standards for airports. The detector must not expose: <ul style="list-style-type: none"> a) Any sharp corners or edges that can puncture,

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	<p>cut, or tear the skin or clothing or injure persons coming in contact with the detector,</p> <p>b) External wires, connectors, and cables except the power cable or,</p> <p>c) Loose covers</p>	
Explosive detection with programmable detection capability for Military, Commercial and Improvised Explosive Device but not limited as listed:	Type of Explosives	
	Picric Acid	EGDN
	R Salt	UN
	TNT	Tetryl
	PETN	HMX
	Black Powder &/or Smokeless Powder	AN
	RDX	ETN
	NG	HMTD
	TATP	Sulfur
	TNB	DNT
Regulatory Bodies	<p>Certification and Conformity: Must be included in at least one of the following list:</p> <ul style="list-style-type: none"> • Transportation Security Authority (TSA) Qualified Technologies List; or • European Civil Aviation Conference (ECAC) Certified List; or • UK Department for Transport (DfT UK) Approved List 	
Operators Manual	<p>Operator's manual that must contain at least the following information:</p> <ol style="list-style-type: none"> 1.) Purpose of the detector 2.) Description of operator controls 3.) Listing of the operating features 4.) Description of the detection principles and detector capabilities. 	
Consumables	Must include consumables necessary to perform 4,000 samples per unit, and shall include but not be limited (as applicable) to the following: dopants, gloves, desiccants, sample swipes, calibration/verification swipes, etc.	
	Consumables shall have at least one year of validity from date of manufacture	
	Bid offer shall include cost of each item of prescribed consumables, ordering lead time & shelf life/expiration period and statement of availability of consumables for the next ten (10) years	
Documentation	The supplier/maker shall provide the following items with each unit:	

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Other requirements	Certification from the Manufacturer that the items being offered are brand new.
	Certification from the Manufacturer that the bidder has good business relationship or track record with the manufacturer.
	List of existing service center/s in the Philippines.
REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE TECHNICAL BID:	
1. A Certificate of Authorized Distributorship/Reseller/Partner from the Manufacturer of all the offered equipment;	
2. A Certificate of availability of spare parts for the next ten (10) years, spare unit at least one (1) and support service from the Manufacturer of all the offered equipment;	
BIDDERS COMMITMENTS	
The winning bidder shall commit to render the following within the warranty period:	
a.) Within twenty-four (24) hours support service and response time upon receipt of notice;	
b.) Availability of technical/personnel/service engineer within Forty Eight (48) to Seventy-Two (72) hours after receipt of request/call from the agency;	
The Supplier shall be responsible for securing the required permits/licenses at the Supplier's expense, if any, for the importation and delivery of the items to the site;	

E. DEPLOYMENT

LOCATION	NUMBER OF ETDs
LUZON AREA	
Puerto Princesa International Airport	1
VISAYAS AREA	
Bohol-Panglao International Airport	1
Kalibo International Airport	1
Iloilo International Airport	1
MINDANAO AREA	
Cotabato Airport	1
Davao International Airport	2
General Santos International Airport	1
TOTAL	8

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V. PROJECT IMPLEMENTATION TIMELINE

ACTIVITY	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
	2021									
Preliminary Meeting	█									
Pre Procurement	█									
Advertisement	█									
Prebid Conference		█								
Response to Bidder's Clarification and Posting of Bid Bulletin		█								
Deadline of Submission of Bids and Bid Opening			█							
PSDBM TWG Evaluation			█							
Joint Post Qualification			█							
PSDBM BAC Resolution Recommending Award				█						
Notice of Award				█						
Contract				█						
Notice to Proceed				█						
Delivery (120 CDs)					█	█	█	█	█	
Inspection							█	█	█	
Installation								█	█	█
Commissioning								█	█	█

VI. RESPONSIBILITIES

A. Responsibility of the Supplier

The SUPPLIER'S liability shall be as provided by the laws of the Republic of the Philippines.

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 OTS shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of defective equipment.

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a. Operating Instructions	The supplier/manufacturer or distributor shall supply with each unit an operator's manual in English.
b. Operator Training Instructions & USB/CD-ROM	A training package shall be supplied to provide operators with the information necessary to acquire the technical and operational skills required to conduct effective screening operations. The training package shall include operator's manual.
c. Technical Manual in English	A technical manual shall be provided which contains all of the information that could be required by a technician to install, maintain troubleshoot and repair the equipment to the replaceable component level.
Certifications of Test, Inspection, and Conformance	The supplier/manufacturer shall provide a certification/document of tests, test procedures, testing laboratories, compliance to required standards, record of the test results available pertaining to the unit.
Preventive Maintenance Schedule	The supplier/manufacturer shall provide a preventive maintenance schedule not lesser than the Manufacturer standard.
Warranty	Two (2) years on parts and labor.
	In addition to the two (2)-year warranty: <ul style="list-style-type: none"> • At least quarterly Preventive Maintenance • 24/7 Helpdesk Service support • On-site support within 72-hours • Provision for stand-by unit equivalent to ten (10%) percent of the total supplied units Shall provide replacement unit in cases where the defective unit can no longer be repaired.
Delivery Period	One hundred twenty (120) calendar days
Availability of spare parts	Must certify to make available spare parts within the next 10 years from delivery and acceptance both from the Manufacturer and the local representative.
Training programs with Training Manual	Must provide comprehensive formal training for at least twenty (20) OTS technicians/personnel for three (3) days. The supplier must issue a certificate of attendance.
	Must provide On-site Operator's Training program with module upon delivery of the equipment
	Supplier's Certificate of undertaking to conduct all the required trainings as follows: <ul style="list-style-type: none"> • Operator Training • Basic Troubleshooting • Train the Trainor's Training






B. Responsibility of OTS

The procuring entity shall exert its best effort to give assistance to the Supplier in obtaining permits, approvals, import and other licenses from local public authorities to ensure the timely compliance of the Supplier with the requirements prescribed; provided however, that the assistance shall be limited to those permits, approvals, import and other licenses which are not identified as pre-requisites for the grant of the contract to the Supplier and only for purposes relative to the performance of the obligations in this contract; provided further, that the procuring entity will only give assistance up to an extent allowed by pertinent laws, policy, rules and regulations without exercising any encroachment whatsoever upon the functions and jurisdiction of other government agencies or offices.

VII. QUALIFICATION REQUIREMENTS

A. Qualification of Supplier

1. The following shall be eligible to participate in the bidding:
 - a) Duly licensed Filipino citizens/sole proprietorships;
 - b) If a partnership, duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) If a corporation, duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
2. PHILGEPS Platinum Certificate of Registration

VIII. TERMS OF PAYMENT

Advance Payment – No advance payment shall be allowed under this contract;

On Delivery – Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of receipt of the Goods and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations;

On Installation and Commissioning – Fifteen percent (15%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the date of installation of the Goods and upon submission of relevant documents in accordance

with the prevailing accounting and auditing rules and regulations including corresponding service/testing report or equivalent;

On Acceptance – The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) calendar days after the submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulations.

IX. WARRANTY AND GUARANTEE REQUIREMENTS

- a. The system shall have two (2) years of hardware, software and labor warranty. This shall include a quarterly preventive maintenance service for the duration of the warranty period.
- b. Bidder shall include 24 x 7 technical support with a twenty-four (24) hour response time upon receipt of call, for troubleshooting purposes.
- c. Bidder shall provide advanced replacement of defective equipment. Bidder shall have a help desk system in place to accommodate support requests.
- d. Bidder shall provide on-site support at no charge should an issue not be remotely resolvable.
- e. Bidder shall issue a warranty certificate deemed to commence after the date of issuance of Certificate of Completion and Acceptance per site.

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X. LIQUIDATED DAMAGES

Subject to GCC Clauses 18 and 22, 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 OTS shall, without prejudice to its other remedies under the 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 (1%) 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 OTS shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it. Further, the claim for the liquidated damages shall be due without the need for demand.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of

bid submission; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

Bid Form

Date: _____
Invitation to Bid No: PB No. 21-057-7

To: **PS-DBM BAC VII Chairperson**
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology and Explosive Trace Detectors** for Office for Transportation Security in conformity with the said Bidding Documents.

Lot No.	Qty/Unit		Items/Description	Unit Price	Total Price
1	1	Lot	Supply, Delivery, Installation, Testing and Commissioning of Automatic Explosive Detection System Using Computed Tomography (CT) Technology		
2	1	Lot	Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop type		

TOTAL LOT BID PRICE IN WORDS:

Lot No.1: _____

Lot No.2: _____

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

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. 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 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*

Or;

I/We likewise certify/confirm that the undersigned, *[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 *[Name/Title of the Project.]*

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 _____

Schedule of Prices for Goods Offered From Abroad

Name of Bidder: _____ PB No. **21-057-7** Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices For Goods Offered From Within the Philippines

Name of Bidder: _____

PB No. **21-057-7**

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 _____

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

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards;
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;
11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____

Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with 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 _____ unitil _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE
BID**

This is to certify that _____ (company) _____ has the following completed contracts for the last **five (5) years**.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor

Name and Signature of
Authorized Representative

Date

Instructions:

- a) Cut-off date as of:
 - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”.** Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. *Example: “Supply and Delivery of Paper Products”*

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **“Name of Contract”**. **Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: “Supply and Delivery of Paper Products”*

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the “Agreement”), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as “_____”;

(Henceforth collectively referred to as the “**Parties**”)

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “_____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____(indicate also the Province in the case of Municipality_____, this _____ day of _____(month & year)_____ personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

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 ____.

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National

SUPPLIER'S LETTERHEAD

Date

Chairperson
PS-DBM Bids and Awards Committee VII
Paco, Manila

Dear Sir:

This has reference to Public Bidding No. 21-057-7 for _____ (Name of Project) _____.

(Name of Company) _____ respectfully requests for the following:

- () Withdraw of Bid Submissions
- () Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
- () Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called “the Supplier”) has undertaken, in pursuance of Notice of Award No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called “the Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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 you 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 be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 21-057-7*

To: **Procurement Service**
PS Complex, RR Road
Cristobal St., Paco, Manila

I/We¹, 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;
 - (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].

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

[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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

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Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S.
 PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ (month & year) personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

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 ____.

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

