



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

**BIDDING DOCUMENTS
FOR THE
SUPPLY, DELIVERY,
INSTALLATION AND
COMMISSIONING OF CT
BAGGAGE SCANNER AND
BODY SCANNER FOR THE
BUREAU OF CUSTOMS**

**Project ID No.: BOC-GOODS-2023-18
November 2023**

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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

SECTION I. INVITATION TO BID

“Supply, Delivery, Installation and Commissioning of CT Baggage Scanner and Body Scanner for the Bureau of Customs”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriations Act intends to apply the sum of Six Hundred Million Pesos (₱600,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Procurement of Additional Scanning Equipment”. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, 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).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 No. 5183.

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 15, 2023 from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of Seventy-Five Thousand Pesos (P75,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on November 22, 2023, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. Send a Letter of Intent through email and we will send the link via Microsoft Teams.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before December 04, 2023, 1:30 p.m. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on December 04, 2023, 2:00 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 526-6571
Email address: **bacsecretariat@customs.gov.ph**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://customs.gov.ph/bid-opportunities/>**

Date issued: November 15, 2023

MICHAEL C. FERMIN
Chairperson, BOC-BAC

Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Supply, Delivery, Installation and Commissioning of CT Baggage Scanner and Body Scanner for the Bureau of Customs” with identification number BOC-GOODS-2023-18.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriations Act in the amount of Six Hundred Million Pesos (₱600,000,000.00).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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 **ITB** 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 limited to those allowed under the rules may participate in this Project.
- 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:
 - a. 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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:

- a. 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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **ITB**.

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 **ITB**, 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 as provided in paragraph 2 of the **ITB** 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 **ITB** 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.
 - ii. 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 Declaration¹ 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 April 02, 2024. 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 **ITB**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 **ITB**. 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 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. The LCB shall likewise submit the required documents for final Post Qualification.}

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

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply, Delivery, Installation and Commissioning of CT Baggage Scanner and Body Scanner for the Bureau of Customs.”</p> <p>The identification number of the Contract is BOC-GOODS-2023-18.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act in the amount of Six Hundred Million Pesos (₱600,000,000.00).</p>
3	No further instruction.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to December 04, 2023 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Procurement of CT Baggage Scanner and Body Scanner”</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on November 22, 2023, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than ₱12,000,000.00, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than ₱30,000,000.00, or 5% if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All documents within the Bid (both Original and 2 copies), along with any accompanying attachments like brochures etc., must be originally certified as true copies by the authorized representative.</p>
19.3	<p>Partial bids are not allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>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 the following documents:</p> <ol style="list-style-type: none"> 1. Bidder must provide Brochures: Latest Manuals of the machines subject of bidding. 2. Bidder must provide list of Service Center/s in the Philippines. 3. Bidder must provide Certificate of Performance Evaluation: Certificate or any document showing project completion 4. Bidder must provide ISO Certificate or equivalent 5. List of Manufacturer's/branch office/sales offices in the following: <ul style="list-style-type: none"> • Any country in Western Europe; • US/Canada; and • Asia 6. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>). 7. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; 8. Latest Audited Financial Statement; and 9. Mayor's Permit, Tax Clearance and DTI or SEC Registration.
21.1	<p>No further instruction</p>

Section IV. General Conditions of Contract

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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 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

- 5.1 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.
- 5.2 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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	<p>Payment shall be made after formal acceptance of deliverables, and 10% shall be retained until completion of contract.</p>
3	<p>No further instructions.</p>
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	<p>Warranty is based on the technical specifications.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

Item	Description	Qty	Place of Delivery	Delivery Date
1	CT Hand-Carry Baggage Inspection System	2 units	<ul style="list-style-type: none"> • Clark International Airport T2 • Mactan-Cebu Int'l Airport 	Deliver within one hundred twenty (120) calendar days after receipt of Notice to Proceed.
2	CT Scanner for Checked -In Baggage and Parcel	2 units	<ul style="list-style-type: none"> • NAIA Terminal 1 	Deliver within one hundred twenty (120) calendar days after receipt of Notice to Proceed.
3	Body Scanners	3 units	<ul style="list-style-type: none"> • NAIA Terminal 1 • NAIA Terminal 3 • Mactan-Cebu Int'l Airport 	Deliver within one hundred twenty (120) calendar days after receipt of Notice to Proceed.

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

Item	Specifications	Statement of Compliance
	<p><u>GENERAL QUALIFICATIONS OF THE SUPPLIER/CONTRACTOR</u></p> <p>A. THE SUPPLIER/CONTRACTOR must be in existence for 15 years and capable of implementing the project consistent with the primary purpose as it appears in its Certificate of Registration, that it provides any and all acts and thing that are associated with or required in the supply, delivery and commission of industrial x-ray machines.</p> <p>B. The brand of the x-ray machine to be offered should have been in the Philippine industrial x-ray market for over 10 years.</p> <p>C. SUPPLIER/CONTRACTOR must have a 24/7 Nationwide Service Desk-Phone and email support; including regular holidays, special holidays and government announced holidays.</p> <p>D. SUPPLIER/CONTRACTOR must have on-call personnel: 24/7 including regular holidays, special holiday and government announced holidays. On-call support is provided in situations that require the presence of technical personnel at BOC site to perform critical activities. Response time is within 4 hours from receipt of call.</p>	

Item	Specifications	Statement of Compliance
	<p>E. SUPPLIER/CONTRACTOR shall serve as the single point of contact for the required maintenance of the x-ray machines (in case SUPPLIER/CONTRACTOR has no partner with various suppliers).</p> <p>F. SUPPLIER/CONTRACTOR shall supply the necessary spare parts for the purpose of restoring the equipment to their proper working condition.</p> <p>G. SUPPLIER/CONTRACTOR shall provide a Technical Staff on-site for software/hardware related trouble shooting and fixing.</p>	
1.	<p>CT Hand-Carry Baggage Inspection System TECHNICAL SPECIFICATIONS – 2 Units</p> <p>➤ General Specifications:</p> <ul style="list-style-type: none"> ▪ Shall have a standard maximum tunnel size of 620 mm (Width) x 420 mm (Height) ▪ Shall have a standard maximum Dimensions of L 2,700 mm x W 1,440 mm x H 1,750 mm (Adjustable) ▪ Shall have a maximum conveyor height of 840 mm (Adjustable) ▪ Shall have a maximum conveyor load capacity of not more than 135kg (Evenly Distributed) ▪ Shall have a maximum object width of 610 mm ▪ Shall have a maximum object height of 400 mm ▪ Shall have a minimum conveyor speed of 0.15 meter per second ▪ Shall have a Net Weight of 2,000kg (maximum) ▪ Shall have a Gross shipping weight of 2,300 kg (maximum) <p>➤ Image Quality Performance Specifications</p> <ul style="list-style-type: none"> ▪ Steel Penetration: 30mm minimum ▪ Wire Resolution: 32AWG minimum ▪ Spatial Resolution (Voxel size): 1mm³ minimum ▪ Material Separation: Low Z, Medium Z, High Z <p>➤ X-Ray Generator & Detector Specifications</p> <ul style="list-style-type: none"> ▪ Shall have an x-ray generator with an anode operating voltage of at least 160kV ▪ Dual-Energy technology and sophisticated algorithm providing the highest level of automatic detection of highly dense items as well as automatic detection of explosives based on the 	

Item	Specifications	Statement of Compliance
	<p>most stringent global regulatory requirement</p> <ul style="list-style-type: none"> ▪ Beam Orientation and Angle: Symmetrical fan beam 95° x 9° ▪ Operating Tube Current: 5 mA ▪ Cooling: Water/Ethylene Glycol to Air ▪ Number of Detectors: 12,000 <p>➤ Gantry Specifications</p> <ul style="list-style-type: none"> ▪ Type: Rotating ▪ Rotating Speed: 130 rpm ▪ Effective Slice Width: 1.15mm ▪ Gantry Bearings: Truck wheel ▪ Gantry Weight: 423kg ▪ Power Transfer: Inductive (contactless) ▪ Data Transfer: Capacitively coupled uni-directional (contactless) <p>➤ Power Ratings</p> <ul style="list-style-type: none"> ▪ Voltage Supply: 230 VAC +10%/-15% line to neutral single phase (or) 208 VAC phase to phase ▪ Current Supply: 20 amps ▪ Frequency: 50/60 Hz ▪ Phase: Single or Two ▪ Duty Cycle: 100% ▪ Power Consumption Operating Values: 2.1 kW <p>➤ Environmental Specifications</p> <ul style="list-style-type: none"> ▪ Storage Temperature: -7°C to 50°C ▪ Operating Temperature: 0°C to 40°C ▪ Relative Humidity: 10 to 90% non-condensing ▪ SYSTEM NOISE Sound Pressure Level: 70dBA Maximum <p>➤ Image Processing Information & Storage</p> <ul style="list-style-type: none"> ▪ Image Data Stored: 3D, threat detection results, compressed (DICOS) ▪ Video Memory Capacity (GB): 8GB ▪ Color Depth (Bits): RGB 8-bit – 16.7m colors ▪ Touchscreen: Multipoint capacitive ▪ Monitor Resolution (Pixels): 1920 x 1080 ▪ Monitor Refresh Rate (Hz): Vertical 76Hz ▪ Image Storage Capacity: 4TB (approx. 20,000 images – full 3D) standard 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ➤ PC Specifications <ul style="list-style-type: none"> ▪ Central Processing Unit (CPU): 3.6GHz ▪ Random Access Memory (RAM): 64GB ▪ Hard Disk Drive (TB): Configurable – 4TB Standard – ~30,000 images ▪ Operating System: Linux CentOS ➤ Protection Class <ul style="list-style-type: none"> ▪ System: IP51 ▪ Operator Work Station: IP41 ➤ On – Screen Display <ul style="list-style-type: none"> ▪ Multiple Languages Support: ▪ Machine Status: ▪ Operator Log In time: ▪ Baggage Counter: ▪ Operator ID: ▪ Date / Time Display: ▪ Automated Explosive Detection ➤ Image Processing Functions <ul style="list-style-type: none"> ▪ Black and White: Changes the image display from color to greyscale mode where some objects/materials are easier to identify. ▪ High Density Material (Blue): Highlights high density materials only such as metals. Weapons like knives and guns can be identified in this view mode. ▪ Inorganic Material (Green): Highlights inorganic materials only. ▪ Organic Material (Orange): Highlights organic materials only. Explosives and narcotics can be identified in this view mode. ▪ Inverse: Reverses the color of the image on the screen. Thin wires used in explosive devices can be identified in this view mode. ▪ Low Penetration: Low Penetration mode displays additional details of low-density objects in image. ▪ Surface Render: The surface render feature will show the external surfaces of scanned objects in photo like quality (greyscale only). Allows the identification of very low density objects as well as aiding in object recognition ▪ Dynamic Continuous zoom & pan: Dynamic 	

Item	Specifications	Statement of Compliance
	<p>Continuous Zoom allows stepless zoom of images on the screen. Panning provides the ability to move the zoomed frame to any area on the main display.</p> <ul style="list-style-type: none"> ▪ Rotate / 3D: The image is displayed in full 3D and can be manipulated onscreen <p>➤ Software Features</p> <ul style="list-style-type: none"> ▪ Explosive Detection (Standard): Standard. ECAC EDS-CB C3 approved EDS algorithm. Allows the automated detection of potential explosive threats within scanned objects ▪ Automatic Image Archiving (Standard): Automatically archives every image scanned by the system on the hard drive. Once the storage limit is reached, the oldest images are overwritten by the newest images based on First-In-First-Out (FIFO) method. ▪ Manual Image Archiving (Standard): Allows the operator to manually archive selected images on the hard drive for retrieval and review at a later time. This feature stores the image on the local workstation ▪ Threat Image Projection (TIP): FTI TIP allows security supervisors to measure performance of operators while addressing the training needs of personnel by projecting random fictional threats over the actual X-ray images of scanned baggage or parcel. ▪ Operator Training Simulator: Optional external workstation which replicates the function of the operator workstation (PVS). Supplied with standard 975 training images. End users can create training image sets easily offline. Operator performance results are automatically recorded. <p>➤ Accessories</p> <ul style="list-style-type: none"> ▪ Secondary viewing station ▪ Operator presence foot mat ▪ Workstation podium ▪ External UPS (minimum 15mins back-up time) ▪ 3m Input & Output Roller Table <p>➤ Electrical Safety Compliance</p> <ul style="list-style-type: none"> ▪ The equipment shall be compliant with all applicable equivalent international safety standards. 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ▪ FCC, IC: FCC 47CFR PART 15 CLASS A, ICES 001:06/2006 Class A ▪ CE Electromagnetic Compatibility: European Council Directive 2014/30/EU ▪ CE Machinery: European Council Directive 2006/42/EC ▪ CE Low Voltage: European Council Directive 2014/35/EU ▪ Int'l Electro Technical Commission: IEC61010-1, IEC61010-2-091, IEC60204-1, IEC61326-1, IEC61000-6-2, IEC61000-6-4, IEC61000-4-2, IEC61000-4-3, IEC61000-4-4, IEC61000-4-5, IEC6100-4-6, IEC6100-4-11. ▪ European Standards (EN/ISO): EN ISO 12100:2010, EN 349:1993, EN ISO 13850:2008, EN ISO 13849-1:2015, ISO 13857:2008 ▪ Underwriters Laboratories (UL): Complies with UL61010-1 ▪ Canadian Standards Association (CSA): CSA C22.2 No. 61010-1 <p>➤ Radiation Safety Compliance</p> <ul style="list-style-type: none"> ▪ Radiation emission leakages should be below the required regulatory limits with; ▪ Dose Per Inspection: 1386μSv (158mR) ▪ Leakage Radiation: Less than 1.0μSv/hr. at 100mm from all external surfaces ▪ Number of Radiation (X-ray On) Indicators: 2 	
2	<p>CT Scanner for Checked-in Baggage and Parcel Inspection System TECHNICAL SPECIFICATIONS – 2 Units</p> <p>➤ General Specifications</p> <ul style="list-style-type: none"> ▪ The EDS system shall be modular in design, consisting of sections which shall have casters to allow easy final positioning of the equipment at site. ▪ The EDS system shall have a maximum DB output of no more than 70Db when in full operational mode. ▪ The EDS system shall have the inner tunnel walls free of catch point and have the same diameter across the entire length of the tunnel. ▪ The EDS X-ray machine shall not exceed 12kW when running at a sustained peak of 1800BPH (including cooling). 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ▪ The EDS system shall have a maximum power consumption of 13Kwh and typical running power at 9Kwh. ▪ The EDS X-ray machine heat generation shall be <41kBTU's/hr (max). ▪ The EDS system shall occupy a floor area of no greater than 2210mm in width at its widest point and a maximum of 5100mm in length. ▪ The EDS system shall have a maximum point load of 16kg/cm². ▪ The EDS X-ray machine shall not require any additional HVAC cooling solutions for the machine nor require connection to any existing airport cooling solutions to maintain operational performance. ▪ The EDS system shall utilize a built-in redundant AC cooling capability. ▪ Proposed EDS X-ray machine solution shall not exceed 6800kgs in total. ▪ Proposed EDS solution shall have a minimal tunnel opening of 1000mm (width) by 750mm to its highest point (high). <p>➤ Detection System</p> <ul style="list-style-type: none"> ▪ The EDS CT system shall utilize Non-Rotating Gantry technology ▪ Then EDS solution shall have 0kg/N vibrational load in all directions, negating the transfer of force through existing and/or future structural steelwork. ▪ The EDS solution shall continue to be ECAC Standard 3 approved, in EDS mode (not including 100% viewing mode) should one or more X-ray sources fail. ▪ The EDS solution X-ray dosage shall be <700μGy/bag. <p>➤ EDS Workstations</p> <ul style="list-style-type: none"> ▪ Operator workstations shall be for viewing 3D imagery from the scanner. These shall be connected to a network server via 1GB and 10GB networks. ▪ The EDS workstation(s) Graphical User Interface (GUI) shall be ICON based and have as a minimum: ▪ Status Bar – showing Bag countdown timer, Bag ID, Operator ID, Current time and date. 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ▪ Image view – The image view occupies the main window and shall be capable of displaying as default image the fully rendered 3D image with 2D slice images, 2D projection images and capability as secondary screening. ▪ Volume View – Objects identified by the automatic detection systems as alarms shall be marked in two ways. A box shall be drawn around each of the objects and the specific parts of the object that are alarmed are highlighted to indicate the type of alarm. ▪ Tool bar – Shall have the functions indicated via symbols for modifying the appearance of the image and identifying the potential threat bag. ▪ Slice view – the display monitor of the EDS workstation(s) shall be capable of being split into two windows, one displaying a 2D slice, the other a 3D volume rendering, some functions such as rotation, zoom shall be performed directly via direct manipulation of the image view, without having to access specialist tools in the toolset. It shall be possible to slice the 3D volume object along all 3 orthogonal directions (X, Y, Z). ▪ The EDS workstation toolbars and interactive graphics (data fields, Status bars, timers, command buttons, etc) shall be situated around the peripherals of the display. ▪ The interrogation of the 3D image shall be done by use of a mouse or joystick driven operation. <p>➤ Regulatory</p> <ul style="list-style-type: none"> ▪ The EDS system used shall be ECAC Standard 3 Approved at 0.5m/s. ▪ The EDS system used shall be TSA Standard 5.8 Approved at 0.5m/s. ▪ The EDS system shall be listed in TSA Air Cargo Screening Technology List (ACSTC) <p>➤ Image Analysis</p> <ul style="list-style-type: none"> ▪ The default primary image for operation shall be the 3D image and level 2 decisions shall only be made after interrogation of the 3D image. ▪ Interrogation shall not be allowed on the 2D Image as such; the 2D Image shall not be accepted as the default primary image. ▪ The EDS machine shall have a voxel size of no greater than 1.5mm³ 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ➤ Performance <ul style="list-style-type: none"> ▪ The EDS machine shall be able to process bags up to 2600mm long. ▪ The EDS system shall maintain a continuous conveyor speed of 0.5m/s and support bag gaps as low as 100 mm. ▪ The EDS system shall have visual and audio indication of the system state and presence of critical error. ▪ The EDS system shall have PEC sensors that have relative self-adjusting set points to increase resilience to dust and dirt ingress. ▪ The EDS system shall have a System Start Up duration of <12 Minutes typically. ▪ The EDS system shall have an E-stop recovery duration of <1 Minute typically. ▪ The EDS shall be capable of accommodating multiple integration interfaces. ▪ The EDS system shall have a Designed Lifetime of 10 years ➤ Service <ul style="list-style-type: none"> ▪ Servicing of the EDS System shall only be performed from the sides and NOT from either above or either end of the EDS system. All tasks shall be conducted from floor/ground level. ▪ The EDS solution shall not require any condense drain and shall manage any produced condense internally, without the need for human intervention or additional plumbing. ▪ The EDS solution shall be in no more than 3 sections to improve installation requirements. ▪ Proposed EDS solution shall have remote connectivity, enabling OEM supplier to remotely review and monitor the machine’s operational performance dynamically in real-time ▪ The supplier must be able to demonstrate ‘real-time’ on-line capability with reference to airports already using this capability for standard 3 EDS equipment. ➤ Human Machine Interface <ul style="list-style-type: none"> ▪ The EDS system shall have a Human Machine Interface panel that can be sited on either the left or right of the machine. 	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ▪ The HMI shall have username and password access to ensure only authorised operation. This password and username will also determine levels of access and operational control. ▪ Access to each main HMI function can be individually controlled by setting up of the access levels. ▪ The power up and shut down procedure for the EDS system shall be via the HMI and removable key. <p>➤ Health and Safety Requirements</p> <ul style="list-style-type: none"> ▪ The EDS system shall have the following design standards and certifications. <ul style="list-style-type: none"> ▪ IEC 61326-1 Class A EMC Emission and Immunity ▪ IEC 61000-6-2:2005 EMC – Industrial Immunity ▪ IEC 61000-6-4:2007 EMC – Industrial Emissions ▪ IEC EN 61010-2-091:2012 Electrical Safety ▪ IEC EN 61010-2-091:2012 Electrical Safety X-Ray Cabinet Systems ▪ BSN EN ISO 13850:2008 Safety of Machinery – Emergency Stops ▪ IEC EN 60950-1 Electrical Safety, (IT Equipment only) ▪ FCC Title 47 CFR Part 15 RF Emissions (US) ▪ UK Ionising Radiations Reg 1999(IRR99) X-Ray Safety (UK) ▪ NFC 74-100 X-Ray Safety (FR) ▪ 21 CFR 1020.40 X-Ray Safety (US) ▪ 2004/108/EC EC Directive for EMC ▪ 2006/42/EC EC Machinery Directive ▪ 2006/95/EC EC Low Voltage Directive ▪ 96/29/EURATOM EC Radiation Directive 	
3	<p>Body Scanner Inspection System – 3 Units</p> <p>➤ General Specifications</p> <ul style="list-style-type: none"> ▪ Weight: Not to exceed 750 pounds (341 kg). ▪ Footprint: Not to exceed 72” x 34” (183 cm x 86 cm), allowing passage through standard doorways while fully assembled. ▪ Height: Not to exceed 90” (229 cm) during operation, 79” (201 cm) during relocation. ▪ Capacity: System must have a load capacity to 	

Item	Specifications	Statement of Compliance
	<p>scan individuals up to 600lbs (270kg).</p> <ul style="list-style-type: none"> ▪ Relocation: Must be able to be relocated over short distances in 15-minutes, by one minimally trained person. (e.g., for building maintenance, temporary operations, service, etc.) ▪ Frame: High strength aluminum unibody frame. ▪ Anchors: System must not require anchors or other fastening devices to the floor/walls to remain operationally sound ▪ Water Damage: Base of unit can be submerged up to 4” without impacting operational performance <p>➤ Electrical</p> <ul style="list-style-type: none"> ▪ Outlets: Must be operable from standard wall outlets without requiring a dedicated circuit. ▪ Voltage: Must be able to operate from 100/120/230 VAC, 50/60 Hz, configurable on site. ▪ Current: Must be less than 800 watts (6.6 amp at 120V or 3.5 amp at 230V). ▪ Tolerance: Must be tolerant of poorly regulated power with no external power conditioning. ▪ Conditioning: Must contain internal surge suppression, certified to FCC Part 15 and UL 61010 ▪ Power Outage: Must be able to fully recover from unexpected power outages in 1 minute after power restoration, with no external UPS or other external power conditioning. <p>➤ Imaging</p> <ul style="list-style-type: none"> ▪ Grayscale: Data acquisition and all image processing must use at least 24-bit resolution (16M levels of Grey) ▪ Distortion: The x-ray beam must pass horizontally through the body to avoid image distortion. Specifically, no portion of the x-ray beam will deviate more than +/- 22 degrees from horizontal. ▪ Quality: Must pass the ANSI/IEEE N42-47-2010 image quality standard for body scanners (wire detection, spatial resolution, through body performance, in air performance). ▪ Calibration: Must be a software automated procedure that the operator can routinely 	

Item	Specifications	Statement of Compliance
	<p>perform. Must include physical beam alignment, detector offset and gain correction, and diagnostics to insure proper operation.</p> <ul style="list-style-type: none"> ▪ Monitor: 27” Hi Resolution Touch Screen, ability to optionally use keyboard and mouse <p>➤ Radiation Safety</p> <ul style="list-style-type: none"> ▪ Subject dose: Operator selectable doses of at least: 0.25, 0.50, 1.0 and 2.0 uSv per scan. ▪ Radiation area: The Inspection Zone, as defined in ANSI/HPS N43-17-2009, must be no larger than the footprint of the scanner. ▪ Operator Dose: Less than 0.01 uSv per scan at 2 meters from the scanner, at the highest setting. ▪ Shielding: The x-ray source and primary shielding, including beam collimation, must be compact for greater radiation safety, and in no case exceed 14” x 14” x 14” (36 cm x 36 cm x 36 cm). ▪ Source: The x-ray source must be hermetically sealed with all oil pumps and cooling assemblies contained internally. ▪ Interlock: System must utilize safety sensors or similar to assure that the subject is standing in the correct position while being scanned in order to minimize radiation dose as per ANSI/HPS N43.17-2009 and obtain best image quality and to eliminate the risk of inadvertent scans <p>➤ Operation</p> <ul style="list-style-type: none"> ▪ Installation: Installation must typically be completed within 2 hours. ▪ Machine Safety: All moving assemblies must be contained behind protective panels and inaccessible to both subjects and operators. ▪ Power on time: The scanner must be ready to scan within 1 minute of turning on, regardless of how long the scanner has been off. X-Ray generator should not require warmup period ▪ No movement: The subject must remain motionless during scanning, and not be transported on a belt or platform. ▪ PA scanning: The subject must face away from the x-ray source during scanning, in compliance with the ANSI/HPS N43-17-2009 Radiation Safety Standard. ▪ Scanning time: The scanner must acquire the 	

Item	Specifications	Statement of Compliance
	<p>image within four seconds or less.</p> <ul style="list-style-type: none"> ▪ Vertical scan: The scan must be obtained by moving the x-ray source and detector vertically, to minimize image distortion, to pass the x-ray beam through the smallest thickness of body tissue, and to provide the most compact apparatus. ▪ Merged Photo: The scanner must acquire a photographic image of each person being scanned, and irreversibly merge the photo with the scanned image, thereby providing positive identification of the person's identity. ▪ GUI: Available in Native Language for ease of Operator use. <p>➤ Certifications</p> <ul style="list-style-type: none"> ▪ The system shall have the following design standards and certifications; <ul style="list-style-type: none"> ▪ Radiation Safety: ANSI/HPS N43.17.2009 ▪ Image Quality: ANSI/IEEEEN42.47-2010 ▪ Electrical Safety: UL61010 ▪ EMI, EMC: FCC Part 15 (EMI, EMC) <p>➤ Training</p> <ul style="list-style-type: none"> ▪ Classes: Vendor to provide up to 3-days on-site operator training in small, hands-on, groups ▪ Certified: All trainers must be experienced and certified in medical x-ray radiography of the human body, beyond mere familiarity with the security product. ▪ Support: The vendor and trainers must provide follow-on assistance with image evaluation, as needed, providing expertise in legal and administrative matters. <p>➤ Control Station</p> <ul style="list-style-type: none"> ▪ Physical: Must be mounted on wheels and easily moved between locations. ▪ Connection: The control station and scanner will be connected by no more than a single ethernet cable. ▪ Controls: The following controls will be mounted in the control station: key switch, power on light, USB port, and a scan stop button. ▪ Workstation: Must be independent, mobile, and 	

Item	Specifications	Statement of Compliance
	<p style="text-align: center;">able to convert to desktop operation</p> <p>➤ Software</p> <ul style="list-style-type: none"> ▪ Operating: The operating system of the scanner must be Windows 10, placed in a lockdown mode to disable all non-essential functions. ▪ Image types: The scanned image must be processed and displayable in the following modes: “HiRes,” “3D,” and “Detail.” ▪ Updates: Routine software updates must be installable by the end user. ▪ Network: All scanners must have the capability to be networked together, providing sharing of scanning files, radiation records, and previously scanned images. ▪ Connectivity: Images and demographic data must have the ability to be exportable to third party systems ▪ Faults: The scanners and network must be fault tolerant with respect to hard drive failures. That is, if the hard drive in a scanner or server were to fail, the network must automatically reconstruct the replacement hard drive from the other devices on the network. ▪ Image Store: At least 1 million images ▪ Operators: Unlimited amount of registered operators 	
	<p>Additional Requirements:</p> <p>➤ The SUPPLIER/CONTRACTOR shall provide the x-ray machines with the following:</p> <ul style="list-style-type: none"> ▪ 1 Piece Radiation Dosimeter for the machine ▪ 5 Pieces of Personal Dosimeter for the users per unit <p>➤ Manuals:</p> <ul style="list-style-type: none"> ▪ At least two (2) copies per machine of the following Manuals (1 for the Operator and 1 for the XIP Head Office) shall be provided: ▪ Machine Operation Manual ▪ Machine Maintenance and Specification Manual ▪ Safety Manual <p>➤ 24/7 After Sales Service Support System: The SUPPLIER/COTRACTOR shall provide the following After Sales Service Support as follows:</p>	

Item	Specifications	Statement of Compliance
	<ul style="list-style-type: none"> ▪ Assign default technical support agent for each service-related request from the client. ▪ Ensure that parts are available for immediate deployment to reduce downtime. ▪ Tracks the downtime of each service all when created and closed ▪ Monitors preventive maintenance scheduled routine checks. ▪ Keep records and activities performed on each and every machine/equipment deployed. <p>➤ Warranty:</p> <ul style="list-style-type: none"> ▪ Three (3) year warranty on parts and services shall be provided for the x-ray machines and the vehicles where they are mounted. <p>➤ Preventive Maintenance: The SUPPLIER/CONTRACTOR shall deliver the following Preventive Maintenance Service and provide the following reports:</p> <ul style="list-style-type: none"> ▪ The scope of the On-Site Preventive Maintenance shall be as follows: ▪ Monthly general check-up of the equipment and hardware; ▪ Monthly general check-up of any program or software used in the operation of any equipment of hardware; ▪ Diagnostic routine within the system; ▪ The SUPPLIER/CONTRACTOR must have the capability to provide the following reports: ▪ Provide detailed service reports and documentation on all problems encountered in the machine, the parts replaced and the cost of all expenses incurred in providing the maintenance service. ▪ Incident report (if any). ▪ Site inspection report. ▪ Quarterly summary report <p>➤ Other requirements:</p> <p>The SUPPLIER/CONTRACTOR shall comply with the following requirements:</p> <ul style="list-style-type: none"> ▪ Supplier/Contractor must be on a 24/7 on call basis to respond and address trouble within 3 hours upon notification of the BOC-XIP to minimize downtime ▪ Calibrations and preventive maintenance must be done on a 	

Item	Specifications	Statement of Compliance
	<p>monthly basis or consistent with the preventive maintenance schedules as provided by the SUPPLIER/CONTRACTOR during the warranty period.</p> <ul style="list-style-type: none"> ▪ Adhere to manufacturer’s recommended testing and calibration. ▪ A comprehensive training package for all personnel assigned at the X-RAY Inspection Project shall be provided as follows: <ul style="list-style-type: none"> • Comprehensive operation and maintenance training package for all x-ray personnel shall be provided by the SUPPLIER/CONTRACTOR • Comprehensive training package on image analysis shall be provided for all x-ray personnel by the SUPPLIER/CONTRACTOR. • SUPPLIER/CONTRACTOR shall train all employees assigned at the X-Ray Inspection Project for five (5) days in the operation and maintenance of the machine and image analysis. ▪ Supplier must provide matrix of parts usage. ▪ The Supplier must have a Single Largest Completed Contract (SLCC) within the last 5 years equivalent to 25% of the Approved Budget for the Contract (ABC). The remaining 25% may be aggregated from other completed contracts to complete the 50% requirement. <p>Post Qualification and/or Acceptance Parameters</p> <ul style="list-style-type: none"> ▪ During the Post Qualification, the bidder with the lowest calculated bid undergoes verification and validation whether he has passed all the requirements and conditions as specified in the Bidding Documents. ▪ In Technical Acceptance Phase, the end-user shall conduct visual performance and function tests on the x-ray machines and on their prime movers to determine if the machines are working before they are delivered. 	
	<p>CONFIDENTIALITY OF DATA</p> <ul style="list-style-type: none"> ➤ To ensure the confidentiality of all information that will come to the knowledge of the SUPPLIER/CONTRACTOR and its employees assigned to BOC, the SUPPLIER/CONTRACTOR and its employees assigned therein, shall undertake to uphold strict confidentiality of any and all information relating to these TERMS OF REFERENCE, including but not limited to IT infrastructure designation/configuration, workflow process, building layout and designs, XIP operation, and proprietary knowledge (“Confidential Information”). The SUPPLIER/CONTRACTOR and its employees shall take all reasonable steps to safeguard any and all Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. For this purpose, the SUPPLIER/CONTRACTOR shall be required to sign a non- 	

Item	Specifications	Statement of Compliance
	<p>disclosure agreement upon the execution of the contract.</p> <p>➤ Any disclosure by the SUPPLIER/CONTRACTOR of any and all Confidential Information shall be deemed a breach of the contract under which the SUPPLIER/CONTRACTOR and its employees shall be liable for damages, without prejudice to other remedies which BOC may pursue under the law. Paragraphs 3.3, 3.3.1 and 3.3.2 shall survive the termination of the contract for any reason.</p>	

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

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) in accordance with Section 8.5.2 of the IRR;

and

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Schedule of Requirements, Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and**
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

- (g) 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.

25 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 Bid² N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, “**Supply, Delivery, Installation and Commissioning of CT Baggage Scanner and Body Scanner for the Bureau of Customs**” in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL COST
1	CT Hand Carry Baggage Inspection System	2		
2	CT Scanner for Checked-in Baggage and Parcel	2		
3	Body Scanner	3		

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ 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 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

***List of all Ongoing Government & Private Contracts including
Contracts awarded but not yet started***

Business Name: _____
Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. 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.

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 [*total contract 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

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement

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; and
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.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

BID SECURING DECLARATION FORM

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, 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 procurement 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 No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

