



Republic of the Philippines  
**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

**SUPPLY AND DELIVERY OF TWO (2) UNITS X-RAY  
SCANNER (MAN-PORTABLE)**

**BID NO. 24 -030-05 BRAVO**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.



- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.



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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***

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





## INVITATION TO BID

### FOR SUPPLY AND DELIVERY OF TWO (2) UNITS X-RAY SCANNER (MAN-PORTABLE) BID NO. 24-030-05 BRAVO

1. The Civil Aviation Authority of the Philippines (CAAP), through the Corporate Operating Budget (COB) for FY 2024 intends to apply the total sum of **Twelve Million Pesos (PhP 12,000,000.00), being the Approved Budget for the Contract (ABC)** to payments under the contract for Supply and Delivery of 2 Units X-Ray Scanner (Man-Portable) with **BID NO. 24-030-05 BRAVO**.

ITEM	DESCRIPTION	Approved Budget of the Contract (ABC)	Cost of Bid Documents
1	Supply and Delivery of 2 units X-Ray Scanner (Man-Portable)	Php 12,000,000.00	Php 28,000.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **CAAP** now invites bids for the above Procurement Project. Delivery of the Goods is required within **ninety (90) calendar days**. Bidders should have completed, within **Three (3) 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 **BAC Secretariat of CAAP, MIA Road, Pasay City** and inspect the Bidding Documents at the address given below during **office hours from 8:00 A.M. to 5:00 P.M. (Monday to Friday)**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **24 May 2024 until the deadline of submission of bids** from the given address and website(s) 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 **Php 28,000.00 (inclusive of 12% VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **by presenting the official receipt in person/through email**.



6. The **CAAP** will hold a Pre-Bid Conference<sup>1</sup> on **05 June 2024 @ 9:30 AM** through video conferencing or webcasting *via Google Meet*, which shall be open to prospective bidders, who will coordinate with the BAC Secretariat for the Google Meet link.
7. Bids must be duly received by the BAC Secretariat through **manual submission at the office address indicated below**, on or before **19 June 2024 @ 9:30 AM**. 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 **19 June 2024 @ 9:30 AM** at the given address below and/or via video conferencing Google Meet application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CAAP** 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**ENGR. LEANDRO R. VARQUEZ**

Head, BAC Secretariat

BAC Office

3<sup>rd</sup> Floor Supply, Procurement Building

CAAP Compound, MIA Road

corner Ninoy Aquino Avenue, 1300 Pasay City

Telephone No.: (02) 8246-4988 loc. 2236

Website: [www.bac@caap.gov.ph](mailto:www.bac@caap.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.philgeps.gov.ph>  
<https://www.caap.gov.ph>

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**ATTY. DANJUN G. LUCAS**  
Chairperson, BAC-Bravo



# *Section II. Instructions to Bidders*



## 1. Scope of Bid

The Procuring Entity, **Civil Aviation Authority of the Philippines (CAAP)** wishes to receive Bids for the **Supply and Delivery of 2 units X-ray Scanner (Man-Portable), with BID NO. 24-030-05 BRAVO.**

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 GOP through the source of funding as indicated below for **FY 2024** in the amount of **Twelve Million Pesos (PhP 12,000,000.00).**

2.2. The source of funding is the Corporate Operating Budget.

## 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:
  - 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.
- 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.

## 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 **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 *Three (3) 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.
  - 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 Declaration<sup>2</sup> 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 *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.

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<sup>2</sup> 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.



- 14.3. The Bid Securing Declaration shall automatically expire in the following instances:  
a) Upon expiration of the bid validity period, or any extension thereof pursuant to Section 28.2 of the IRR; b) When all bidders are declared ineligible or post-disqualified and, upon receipt of the notice therefor, either failed to timely file a request for reconsideration or filed a waiver to avail of said right; c) When the bidder declared as the Lowest Calculated and Responsive Bidder/Highest Rated and Responsive Bidder, has furnished the performance security and signed the contract.

## **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 as 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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporate

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply and Delivery of X-ray Scanner (Man-Portable)</li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Good shall be quoted DDP to CAAP Sites or applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ul style="list-style-type: none"> <li>a. The amount of not less than Php _____ which is equivalent to 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Php _____ which is equivalent to 5% of the ABC if bid security is in Surety Bond.</li> </ul>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of the bidding, evaluation and contract award.
20.2	<p><b>Other appropriate documents required to be submitted during post-Qualification:</b></p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns (Tax Return filed through the Electronic Filing and Payment System);</li> <li>2. Certificate of PHILGEPS Registration; and</li> <li>3. Other appropriate licenses and permits required by law as stated in the bidding Documents.</li> </ol> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. CAAP shall thereafter award the contract to the next Lowest Calculated Responsive Bid.</p>



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 Agreement. 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.



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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1.0	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to CSIS Office at Tuguegarao and Pagadian Airports. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to CSIS Office at Tuguegarao and Pagadian Airports. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Chief, CSIS or his/her representative.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>c. 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</li> <li>d. 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.</li> </ol> <p>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.</p>





	<p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>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.</li> </ul> </li> </ul> <p>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) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p>

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 classification

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.

**Transportation –**

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

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

Where the Supplier is required under 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.

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.

**Intellectual Property Rights –**

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	Not applicable.
4.0	<p>The Inspections and Tests that will be cover the following:</p> <ol style="list-style-type: none"> <li>1.) Physical condition of Goods;</li> <li>2.) Conformity of Goods to the Technical Specifications;</li> <li>3.) Authenticity of Goods; and</li> <li>4.) Whether Goods delivered are functioning.</li> </ol> <p>The inspections and tests that will be conducted shall include but not limited to physical inspection and inventory, or whatever additional tests that the Technical Inspection Team may require</p>

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

To be delivered schedule expressed as weeks/months stipulated hereafter a delivery date which is the date of delivery to the Project Sites.

<b>Item Number</b>	<b>Description</b>	<b>Qty</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>SUPPLY AND DELIVERY OF TWO (2) UNITS X - RAY SCANNER (MAN-PORTABLE)</b>	2 units	2 units	Ninety (90) calendar days weeks upon receipt of Notice to Proceed



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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## SECTION VII. TECHNICAL SPECIFICATIONS

### INSTRUCTIONS:

- ① The specifications given are the minimum requirements unless indicated otherwise. A Bidder's proposal must match or exceed the specifications.
- ② 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 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii).

Item	Specifications <sup>①</sup> (Minimum, Requirements)	Statement of Compliance <sup>②</sup>
<b>A.</b>	<b>GENERAL REQUIREMENTS</b>	
A.1	The Civil Aviation Authority of the Philippines (CAAP) intends to procure X – Ray Scanner (Man-Portable). The scope shall include the Supply, Delivery, Installation and Testing of the Equipment.	
A.2	The address of the delivery and site testing shall be at the following:	
A.2.1	Tuguegarao Airport CAAP Security and Intelligence Service Civil Aviation Authority of the Philippines Tuguegarao City, Cagayan	
A.2.2	Pagadian Airport CAAP Security and Intelligence Service Civil Aviation Authority of the Philippines Pagadian City, Zamboanga del Sur	
A.3	The Contractor shall include in their technical proposal the documents as required by CAAP but shall not be limited to the following: (a) Original unedited latest version of OEM Equipment Technical Characteristics/Specification, manuals and brochures of proposed products. (the language that shall be used be in English) (b) Factory Test Results for the equipment (if available)	
A.4	The contractor shall inform CAAP for the date of delivery, the contractor shall contact CAAP End-User for the schedule of the testing of the equipment.	



A.5	Equipment which fails to pass the testing procedure <b>shall not be accepted</b>	
A.6	Equipment found to be defective or unable to be adjusted to manufacturer's specification <b>shall not be accepted.</b>	
A.7	For non – OEM bidders (whether sole or JV partner), requires that the bidder is an exclusive or authorized distributor of the equipment	
A.8	<p><i>The following documents shall be <b>submitted together with the Technical Proposal:</b></i></p> <ol style="list-style-type: none"> <li><b>Certificate of Authorized Distributorship</b> issued by the Original Equipment Manufacturer (OEM) of supplied equipment.</li> <li><b>ISO Certificate or EN, FCC Compliance</b> (or its internationally recognized equivalent) of Company and Product.</li> <li>Latest official <b>OEM Equipment Technical Characteristics, Specifications and/or Sales Materials</b> reflecting all performance and functional specifications of proposed equipment.</li> </ol>	
<b>B.</b>	<b>EQUIPMENT REQUIREMENTS</b>	
<b>B.1</b>	<b>X - Ray Scanner (Portable):</b>	
B.1.1	Must be able to scan a 30-inch bag; measured across - from the top left corner to bottom right corner of a scanner in a single approach.	
B.1.2	Must have a battery charge indicator.	
<b>B.2</b>	<b>X – Ray Source (Portable)</b>	
B.2.1	Can emit a minimum of 60-degree beam to cover larger target surface areas even at short distances in case of tight spaces	
B.2.2	Users must be able to position the x-ray source vertically or horizontally without additional tools, accessories or approach	
B.2.3	Users must be able to position the x-ray source and emit x-ray under, over, beside or within 90 degrees of a target package without additional tools, accessories or approach	
B.2.4	Must have at least 37mm steel penetration	
B.2.5	Must have a battery charge indicator	
<b>C.</b>	<b>TECHNICAL SPECIFICATIONS</b>	
<b>C.1</b>	<b>Image Controller / Receiver</b>	
C.1.1	The image controller/receiver must be a ruggedized laptop or tablet that can be operated in harsh environments.	
C.1.2	The image controller must have a built-in software that can stitch multiple scanned images of very large targets that exceed 30-inch surfaces.	
<b>C.2</b>	<b>Back-up Software</b>	
C.2.1	The bidder must provide a statement from the manufacturer stating that its portable x-ray scanning system will come with a separate flash drive that contains a plug and play software that can be installed in another laptop or tablet that can operate the portable scanner and x-ray source as a redundant option.	
<b>C.3</b>	<b>Paper-thin, Self-developing X-Ray Film</b>	



C.3.1	Delivery must come with at least 60 pcs of paper-thin x-ray films that can be used to acquire x-ray images of suspicious packages that are in very tight spaces where the electronic portable scanners cannot fit.	
C.3.2	The x-ray film should be:	
C.3.2.1	Self-developing and can produce clear images within 6 minutes.	
C.3.2.2	Usable regardless of lighting conditions. At least the size of a common 8.5" X 11" bond paper.	
C.3.2.3	Cutable without affecting performance which will allow users to adapt to very tight spaces.	
C.3.2.4	No more than 250 microns in thickness	
<b>C.4</b>	<b>Wireless Connectivity and Wired Reel</b>	
C.4.1	This is for portable scanner, x-ray source and controller should all have built-in wireless devices. Therefore, there should only be 3 components during an operation. Additional external devices are disallowed. These 3 components should be operable as one system wirelessly. However, in case of signal jamming operations, the bidder is required to include at least a 50-meter wire in reel during delivery	
<b>C.5</b>	<b>Accessories:</b>	
<b>C.5.1</b>	<b>Spare Battery</b>	
C.5.1.1	Must come with 1 spare battery for the X-ray source.	
<b>C.5.2</b>	<b>Weatherproof Ruggedized transport Case</b>	
C.5.2.1	All components of the system must be housed in a ruggedized transport case/s that will contain and protect all components of the system that includes the scanner, x-ray source, laptop or tablet and reel	
<b>C.5.3</b>	<b>Tripod</b>	
C.5.3.1	Must come with 1 tripod which will be used for scanning elevated objects such as vehicle doors	
<b>D.</b>	<b>DELIVERY, TESTING AND WARRANTY</b>	
D.1	The equipment shall be protected against extreme temperature and humidity, and shall be stored in a conditioned place to prevent corrosion and contamination.	
D.2	Contractor shall deliver and handle the equipment in accordance with the manufacturer's recommendation.	
D.3	Contractor shall be responsible for the delivery/shipment of equipment from the Contractor's premise up to the delivery site.	
D.4	The Product Inspection and Functional Testing shall be conducted by the CSIS Representative to verify the compliance of the equipment to the requirements set forth in the technical specifications.	
D.5	Product Inspection shall be performed upon delivery to the site, prior to the issuance of the Certificate of Completion to ensure that equipment is in good physical and running condition.	

D.6	The CAAP requires a one (1) year warranty period for both software and hardware components for the supplied equipment.	
D.7	The bidder shall guarantee that all Spare parts necessary for the maintenance of the equipment shall be available for at least two (2) years after the end-of-production of the type of equipment.	
D.8	The contactor shall be responsible for the shipment of defective parts to the Manufacture and vice-versa. Cost of which shall be borne by the contractor for the duration of the warranty period.	
<b>E.</b>	<b>TRAINING AND ACCEPTANCE</b>	
E.1	Training for operational and maintenance for CSIS Personnel: Equipment Operation: 10 pax from CSIS Airport site Equipment Maintenance: 2 pax from Airport site Duration: 3 days or as may be deemed necessary to extend	
E.2	The contractor shall not be paid in full amount without the Certificate of Completion issued by the CAAP. This certificate shall serve as one of the requirements for payment.	
<b>F.</b>	<b>OTHER REQUIREMENTS</b>	
F.1	The contractor shall responsible for securing all necessary permits (i.e. Permits to Import, other local permits, etc) from respective offices. The cost of acquiring such permits including its processing shall be borne by the contactor.	

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## 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

##### 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; **(BF-Form 1)**

(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; **(BF-Form 2)**

(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; **(BF-Form 3)**

(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after sales/parts, if applicable;

(f) 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;

(g) Certificate as Authorized Distributor of the X-ray Scanner (Man-Portable) offered;

(h) Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority;

(i) Bid Bulletin (if applicable)

##### 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. **(BF-Form 4)**

### **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**

- (o) Original of duly signed and accomplished Financial Bid Form **(BF-Form 5)**;
- (p) Original of duly signed and accomplished Bid Prices in the Bill of Quantities **(BF-Form 6)**;
- (q) For Goods Offered from Abroad **(BF-Form 7)** and
- (r) For Goods Offered from Within the Philippines **(BF-Form 8)**



**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

NAME OF PROJECT TO BE BID: \_\_\_\_\_

This is to certify that \_\_\_\_\_ has the following ongoing government and private contracts including contracts awarded but not yet started within the last three (3) years prior to the deadline for the submission and receipt of bids:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT	NONE						
II. PRIVATE							

**INSTRUCTIONS:**

- a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b.) 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).
- c.) The supporting documents shall be submitted during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



**STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT (SLCC) OR TWO (2) SIMILAR COMPLETED CONTRACTS**

NAME OF PROJECT TO BE BID: \_\_\_\_\_

This is to certify that \_\_\_\_\_ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) or at least two (2) Similar Completed Contracts and the aggregate contract amounts should be equivalent to at least “fifty percent (50%)” of the ABC, with the largest of these similar contracts being equivalent to at least “twenty five percent (25%)” of the ABC and completed within the last three (3) years prior to the deadline for the submission and receipt of bids:

Name of the Contract	Date of the Contract	Contract Duration	Owner’s Name & Address	Kind of Goods	Amount of Completed Contract	Date of Delivery	End-User’s Acceptance

**Note:** The supporting documents stated below shall be required as attachment.

- 1.) Contract Agreement; and
- 2.) Certificate of Performance

CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



**Bid-Securing Declaration Form**

REPUBLIC OF THE PHILIPPINES )

CITY OF \_\_\_\_\_)

S.S.

x.....x

**BID-SECURING DECLARATION**

Project Name:

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

I/We<sup>2</sup>, the undersigned, declare that:

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].

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant





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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

Doc. No. Page  
No. Book No.  
Series of \_\_\_\_\_



**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the Income Tax Return and Audited Financial Statement, stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Item No.	Particular	Year 2022

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

NFCC = K (Current Assets – Current Liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

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

**K = 15 regardless of the period or duration of the project.**

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: \_\_\_\_\_ Amount: \_\_\_\_\_

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**BID FORM**

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

Invitation to Bid No.: \_\_\_\_\_

To: Civil Aviation Authority of the Philippines (CAAP)  
MIA Road corner Ninoy Aquino Avenue, Pasay City, 1300  
CAAP Bids and Awards Committee  
Telephone No.: (02) 944-2358  
E-mail: bac@caap.gov.ph

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 the **SUPPLY AND DELIVERY OF 2 UNITS X-RAY SCANNER (MAN-PORTABLE) / [supply/deliver/perform] [description of the Goods]** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in 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:<sup>2</sup>

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

(if none, state "None")

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

<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.



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 10.1 of the Bidding Documents.

We likewise certify/confirm that the undersigned is granted full power and authority by the \_\_\_\_\_ to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf **SUPPLY AND DELIVERY OF 2 UNITS X-RAY SCANNER (MAN-PORTABLE)** of the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**.

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 \_\_\_\_\_.

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

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

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



**BILL OF QUANTITIES**

Project: **SUPPLY AND DELIVERY OF 2 UNITS X-RAY SCANNER (MAN-PORTABLE)**

Item No.	Description	Quantity	Unit	Unit Cost	Total

TOTAL BID AMOUNT (Php) \_\_\_\_\_

TOTAL BID AMOUNT IN WORDS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBMITTED BY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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



(BF-Form 7)

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>3</sup> Number \_\_\_\_ . 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)

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.



(BF-Form 8)

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>4</sup> Number \_ . Page of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

<sup>4</sup> If ADB, JICA and WB funded projects, use IFB.



