



## INVITATION TO BID FOR

### Aviary Services

(Name of Project)

1. The CITY GOVERNMENT OF ZAMBOANGA, through the **General Fund** intends to apply the sum of **TWO MILLION PESOS (P2,000,000.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for **Aviary Services (PR No. 100-21-01-0093)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The CITY GOVERNMENT OF ZAMBOANGA now invites bids for the **12 months Job Order: Labor and Materials – Maintenance of Aviary at Pasonanca Park**. Delivery of the GOODS is required by **One (1) Year**. Bidders should have completed within a period of ten (10) years from the date of submission and receipt of bids, a contract similar to the Project, with a value of at least (50%) of the ABC and to meet other eligibility requirements stated in the Eligibility Documents. 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) 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 5183.
4. Prospective Bidders may obtain further information from CITY GOVERNMENT OF ZAMBOANGA in the Office of the City Mayor-Procurement, Acquisition and Awards Division (CMO-PAAD) and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 11, 2021 to March 03, 2021** from the given address and website/s below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **P2,000.00**. The method of payment will be **Cash payable to the City Treasurer’s Office**. The Bidding Documents shall be received personally by the Prospective Bidder or his/her authorized representative. The Procuring Entity shall allow the bidder to present its proof of payment for the fees “*machine copy of the official receipt*” not later than the submission of their bids.
6. The CITY GOVERNMENT OF ZAMBOANGA will hold a Pre-bid Conference on **February 19, 2021 at 10:00 AM** at Office of the City Mayor - Procurement, Acquisition and Awards Division (CMO-PAAD), Conference Room, Villalobos St., Zamboanga City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **March 03, 2021 at 10:00 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.  
All Bids must be accompanied by a Bid Security which shall be a **Bid Securing Declaration** or at least one other form of the following: cash, cashier’s/manager’s check, bank draft/guarantee confirmed by a Universal/Commercial Bank, Irrevocable Letter of Credit issued by a Universal/Commercial Bank or from other bank certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument, provided however that it shall be confirmed or authenticated by a Universal/Commercial Bank if issued by a foreign bank in the amount of **P40,000.00** or Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security in the amount of **P100,000.00** or any combination of the foregoing in the amount proportionate to share of form with respect to total amount of security.  
The Bid Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity.  
**Bidders are required to indicate the BRAND NAME and/or NAME OF MANUFACTURER of GOODS offered/quoted, when appropriate.**
9. Bid opening shall be on **March 03, 2021 at 10:00 AM** at Office of the City Mayor - Procurement, Acquisition and Awards Division (CMO-PAAD), Conference Room, Villalobos St., Zamboanga City. Bids will be opened in the presence of the bidder’s representatives who choose to attend the activity.
10. To be delivered in the **Office of the City General Services**
11. The CITY GOVERNMENT OF ZAMBOANGA 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 35.6 and 41 of the 2016 revised Implementing Rules or Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. Bidders are advised to use the **BID FORM** at the back of this ITB. Failure to do so would lead to non-acceptance of the bid.
13. For Further information please refer to:

**MR. RONALD A. VICETE**

BAC Secretariat  
Office of the City Mayor - Procurement, Acquisition and Awards Division  
Villalobos Street, Zamboanga City  
zcbac.sec@gmail.com  
Tel. No. (062) 992-7763

**ERWIN E. BERNARDO**

BAC Chairperson



# BID FORM

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

**TO: CITY GOVERNMENT OF ZAMBOANGA**  
 Address: Villalobos Street ZAMBOANGA CITY

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers including Bid Bulletin Numbers **Goods 21-0211-0014** the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply/deliver/perform **Aviary Services** in conformity with the said Philippine Bidding Documents (PBDs) for the sum of \_\_\_\_\_

\_\_\_\_\_ or  
 (total Bid amount in words and figures)

the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax' (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

if our Bid is accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. To abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon as at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of \_\_\_\_\_  
 (name of bidder)

as evidenced by the attached \_\_\_\_\_  
 (state the written authority)

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.

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

Legal Capacity: \_\_\_\_\_

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

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

## PRICE SCHEDULE FOR GOODS

Name of Bidder \_\_\_\_\_ Solicitation No.: **Goods 21-0211-0014** Page 1 of 1

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)
1.	<b>Job Order: (Labor and Materials)</b> Maintenance of Aviary at Pasonanca Park for the months of January 1 to December 31, 2021 <b>Period Of Contract Services: One (1) year</b> <b>ABC for the year: ₱2,000,000.00</b>		12	Months						
<b>To Provide:</b> 1. Ten (10) Contractual Manpower Services 2. Feeds and Medicines 3. Supplies and Materials 4. Flowering and Ornamental Plants  <b>Contractual Manpower Services shall include the following activities:</b> 1. Daily cleaning/washing of cages; 2. Caring and nursing of birds; 3. Bathing, cleaning and feeding of birds 4. Maintenance of flowering/ornamental plants, trees and cleaning of surroundings 5. Daily collection, removal and disposal of garbage 6. Other necessary activities related to aviary maintenance  <b>Terms and Conditions:</b> 1. For the contractual manpower services, ten (10) personnel shall be provided by the firm; and shall be in their prescribed agency's uniform; 2. The firm shall provide bird feeds and medicines as needed; 3. Cleaning paraphernalia, supplies, materials and all other equipments (Bush Cutter, Lawn Mower and others) for cleaning, watering of plants and maintenance activities shall also be provided by the firm;						4. Additional beautification, planting of trees, provision of flowering and ornamental plants shall be undertaken and provided by the firm; 5. Payment of services rendered shall be collected after every 15 <sup>th</sup> and end of the month;  <b>Other Conditions:</b> 1. Satisfactory level of performance throughout the term of contract must be maintained based on the following a. Quality service delivered; b. Time management c. Management and suitability of personnel; d. Contract between administration and management; e. Provision of regular progress report; 2. Before end of each year, procuring entity shall conduct a performance assessment; 3. If not favorable, the procuring entity may preterminate the contract. 4. All bid prices shall be fixed throughout the term of the contract, except: a. Increase in minimum salary wage; b. Procuring entity sees the need for an increase or decrease in the number of manpower.				
<b>Purpose:</b> To be used in the <b>Office of the City Health (Laboratory Testing Center)</b> , this city.										

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

Legal Capacity: \_\_\_\_\_

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

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

## SCHEDULE OF REQUIREMENTS

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

<i>Item Number</i>	<i>Description</i>	<i>Quantity</i>		<i>Total</i>	<i>Delivered, Days/Weeks/Months</i>
1.	<p><b>Job Order: (Labor and Materials)</b>                      Maintenance of Aviary at Pasonanca Park for the months of January 1 to December 31, 2021  <b>Period Of Contract Services: One (1) year</b>  <b>ABC for the year: ₱2,000,000.00</b></p> <p><b>To Provide:</b>                      1. Ten (10) Contractual Manpower Services                      2. Feeds and Medicines                      3. Supplies and Materials                      4. Flowering and Ornamental Plants</p> <p><b>Contractual Manpower Services shall include the following activities:</b>                      1. Daily cleaning/washing of cages;                      2. Caring and nursing of birds;                      3. Bathing, cleaning and feeding of birds                      4. Maintenance of flowering/ornamental plants, trees and cleaning of surroundings                      5. Daily collection, removal and disposal of garbage                      6. Other necessary activities related to aviary maintenance</p> <p><b>Terms and Conditions:</b>                      1. For the contractual manpower services, ten (10) personnel shall be provided by the firm; and shall be in their prescribed agency's uniform;                      2. The firm shall provide bird feeds and medicines as needed;                      3. Cleaning paraphernalia, supplies, materials and all other equipments                      (Bush Cutter, Lawn Mower and others) for cleaning, watering of plants and maintenance activities shall also be provided by the firm;                      4. Additional beautification, planting of trees, provision of flowering and ornamental plants shall be undertaken and provided by the firm;                      5. Payment of services rendered shall be collected after every 15<sup>th</sup> and end of the month;</p> <p><b>Other Conditions:</b>                      1. Satisfactory level of performance throughout the term of contract must be maintained based on the following                          a. Quality service delivered;                          b. Time management                          c. Management and suitability of personnel;                          d. Contract between administration and management;                          e. Provision of regular progress report;                      2. Before end of each year, procuring entity shall conduct a performance assessment;                      3. If not favorable, the procuring entity may preterminate the contract.                      4. All bid prices shall be fixed throughout the term of the contract, except:                          a. Increase in minimum salary wage;                          b. Procuring entity sees the need for an increase or decrease in the number of manpower.</p>	12	Months		

\_\_\_\_\_  
 Signature over Printed Name

# TECHNICAL SPECIFICATIONS

Item	Specification	BRAND NAME	Statement of Compliance <small>Statement of Compliance</small>  [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 Bidder’s 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 applicable laws and issuances.]
1.	<p><b>Job Order: (Labor and Materials)</b> Maintenance of Aviary at Pasonanca Park for the months of January 1 to December 31, 2021 <b>Period Of Contract Services: One (1) year</b> <b>ABC for the year: ₱2,000,000.00</b></p> <p><b>To Provide:</b></p> <ol style="list-style-type: none"> <li>1. Ten (10) Contractual Manpower Services</li> <li>2. Feeds and Medicines</li> <li>3. Supplies and Materials</li> <li>4. Flowering and Ornamental Plants</li> </ol> <p><b>Contractual Manpower Services shall include the following activities:</b></p> <ol style="list-style-type: none"> <li>1. Daily cleaning/washing of cages;</li> <li>2. Caring and nursing of birds;</li> <li>3. Bathing, cleaning and feeding of birds</li> <li>4. Maintenance of flowering/ornamental plants, trees and cleaning of surroundings</li> <li>5. Daily collection, removal and disposal of garbage</li> <li>6. Other necessary activities related to aviary maintenance</li> </ol> <p><b>Terms and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. For the contractual manpower services, ten (10) personnel shall be provided by the firm; and shall be in their prescribed agency’s uniform;</li> <li>2. The firm shall provide bird feeds and medicines as needed;</li> <li>3. Cleaning paraphernalia, supplies, materials and all other equipments (Bush Cutter, Lawn Mower and others) for cleaning, watering of plants and maintenance activities shall also be provided by the firm;</li> <li>4. Additional beautification, planting of trees, provision of flowering and ornamental plants shall be undertaken and provided by the firm;</li> <li>5. Payment of services rendered shall be collected after every 15<sup>th</sup> and end of the month;</li> </ol> <p><b>Other Conditions:</b></p> <ol style="list-style-type: none"> <li>1. Satisfactory level of performance throughout the term of contract must be maintained based on the following               <ol style="list-style-type: none"> <li>a. Quality service delivered;</li> <li>b. Time management</li> <li>c. Management and suitability of personnel;</li> </ol> </li> </ol>		



# SCHEDULE OF WARRANTY

This serves as warranty for **Aviary Services** in the City Government of Zamboanga.

ITEM NO.	DESCRIPTION	QUANTITY		WARRANTY	
1.	<p><b>Job Order: (Labor and Materials)</b>  Maintenance of Aviary at Pasonanca Park for the months of January 1 to December 31, 2021  <b>Period Of Contract Services: One (1) year ABC for the year: ₱2,000,000.00</b></p> <p><b>To Provide:</b>  1. Ten (10) Contractual Manpower Services  2. Feeds and Medicines  3. Supplies and Materials  4. Flowering and Ornamental Plants</p> <p><b>Contractual Manpower Services shall include the following activities:</b>  1. Daily cleaning/washing of cages;  2. Caring and nursing of birds;  3. Bathing, cleaning and feeding of birds  4. Maintenance of flowering/ornamental plants, trees and cleaning of surroundings  5. Daily collection, removal and disposal of garbage  6. Other necessary activities related to aviary maintenance</p> <p><b>Terms and Conditions:</b>  1. For the contractual manpower services, ten (10) personnel shall be provided by the firm; and shall be in their prescribed agency's uniform;  2. The firm shall provide bird feeds and medicines as needed;  3. Cleaning paraphernalia, supplies, materials and all other equipments  (Bush Cutter, Lawn Mower and others) for cleaning, watering of plants and maintenance activities shall also be provided by the firm;  4. Additional beautification, planting of trees, provision of flowering and ornamental plants shall be undertaken and provided by the firm;  5. Payment of services rendered shall be collected after every 15<sup>th</sup> and end of the month;</p> <p><b>Other Conditions:</b>  1. Satisfactory level of performance throughout the term of contract must be maintained based on the following  a. Quality service delivered;  b. Time management  c. Management and suitability of personnel;  d. Contract between administration and management;  e. Provision of regular progress report;  2. Before end of each year, procuring entity shall conduct a performance assessment;  3. If not favorable, the procuring entity may preterminate the contract.  4. All bid prices shall be fixed throughout the term of the contract, except:  a. Increase in minimum salary wage;  b. Procuring entity sees the need for an increase or decrease in the number of manpower.</p>	12	Months		

**Bidder Signature Over Printed Name**

## **Bid Data Sheet**

ITB Clause	
5.3	<p>For this purpose, contracts similar to the project shall be:</p> <p>a. <b>Aviary Services: 12 months Job Order: Labor and Materials – Maintenance of Aviary at Pasonanca Park</b>  b. Completed within ten (10) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p>“Subcontracting is not allowed.”</p>
12	<p>The price of the Goods shall be quoted delivered duty paid (DDP) at CGSO, Tetuan, Zamboanga City for this project.</p>
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> <p>a. The amount of not less than <b>P40,000.00</b>; if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than <b>P100,000.00</b>; if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>



# Special Conditions of Contract

GCC Clause	
1	<p>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered <b>CGSO, Tetuan, Zamboanga City</b>. 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 [indicate name(s)].</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>Select appropriate requirements and delete the rest.</p> <ul 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 tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. [Specify additional incidental service requirements, as needed.]</li> </ul> <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> <p>Select appropriate requirements and delete the rest.</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.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <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 <b>Three (3) Months</b>. If not used indicate a time period of three times the warranty period].</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] 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 packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state] "The terms of payment shall be as follows: _____."</i></p>
4	<p>The inspections and tests that will be conducted are: <b>Quality Inspection by Accounting, COA, CGSO and End User.</b></p>

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

To: **City Government of Zamboanga,**  
**BIDS AND AWARDS COMMITTEE**  
**Villalobos Street,**  
**Zamboanga City**

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]*