# INVITATION TO BID FOR

## Office Equipment

*(Name of Project)*

1. The CITY GOVERNMENT OF ZAMBOANGA, through the **AB FY 2021** intends to apply the sum of **ONE HUNDRED TWENTY THOUSAND PESOS (P120,000.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for **Office Equipment (PR No. 100-22-05-1086).** 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 ***01 unit Photocopier Machine.*** Delivery of the GOODS is required by **Twenty (20) Calendar Days.** 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 **March 03, 2023 to March 10, 2023** 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 **P500.00**. 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. Bids must be duly received by the BAC Secretariat through manual submission on or before **March 10, 2023 at 10:00 AM** at Office of the City Mayor - Procurement, Acquisition and Awards Division (CMO-PAAD), Conference Room, Villalobos St., Zamboanga City. Late bids shall not be accepted.

7. 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 **P2,400.00** 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 **P6,000.00** 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.**

8. Bid opening shall be on **March 10, 2023 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.

9. To be delivered in the **Department of Education (DEPED)**

10. 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.

11. 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.

12. For Further information please refer to:

**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*

**ATTY. ALEXANDER ERIC F. ELIAS**
*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 23-0303-0051** the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply/deliver/perform **Office Equipment** in conformity with the said Philippine Bidding Documents (PBDs) for the sum of

_____
(total Bid amount in words and figures)

or 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 23-0303-0051** 

| 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. | **PHOTOCOPIER MACHINE**<br>**Productive**: 28 to 50 pages per minute.<br>**Efficient**: applications for personalised settings.<br>**Time-saving**: (colour) scan and distribute in a single step.<br>**Professional**: finishers, Super G3/IP fax, IPDS/Postscript®3™ options.<br>**Secure and flexible**: data protection and handling of various media types.<br>**Copying process**: Single laser beam scanning & electrophotographic printing<br>**Copy speed**: 28/33/40/50 copies per minute<br>**Resolution**: 600 dpi<br>**Warm-up time**: 22 seconds<br>**First output speed**: 4.5/4.5/4.1/3.5 seconds<br>**Memory**: Maximum: 768 MB + 40 GB HDD<br>**Paper input capacity**: Maximum: 3,100/3,100/4,400/4,400 sheets<br>**Paper output capacity**: Maximum: 1,625/1,625/3,625/3,625 sheets | | 01 | Unit | | | | | | |

**Purpose:** For official use in the **Department of Education (DEPED - Secondary,** this city.

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 23-0303-0051** 

| 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) |
| | **Paper size**: A5 - A3<br>**Paper weight**: 52 - 157/157/220/220 g/m²<br>**Dimensions (W x D x H)**: 570 x 653 x 709 mm, 670 x 677 x 910 mm<br>**Weight**: Less than 65/65/85/85 kg<br>**Power source**: 220 - 240 V, 50 - 60 Hz<br>**Power consumption**: Operation: Less than 1.4/1.4/1.5/1.5 kW | | | | | | | | | |
| **Purpose:** For official use in the **Department of Education (DEPED – Secondary)** 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.

| *Item Number* | *Description* | *Quantity* | | *Total* | *Delivered, Days/Weeks/Months* |
|---|---|---|---|---|---|
| 1. | **PHOTOCOPIER MACHINE**<br>**Productive**: 28 to 50 pages per minute.<br>**Efficient**: applications for personalised settings.<br>**Time-saving**: (colour) scan and distribute in a single step.<br>**Professional**: finishers, Super G3/IP fax, IPDS/Postscript®3™ options.<br>**Secure and flexible**: data protection and handling of various media types.<br>**Copying process**: Single laser beam scanning & electrophotographic printing<br>**Copy speed**: 28/33/40/50 copies per minute<br>**Resolution**: 600 dpi<br>**Warm-up time**: 22 seconds<br>**First output speed**: 4.5/4.5/4.1/3.5 seconds<br>**Memory**: Maximum: 768 MB + 40 GB HDD<br>**Paper input capacity**: Maximum: 3,100/3,100/4,400/4,400 sheets<br>**Paper output capacity**: Maximum: 1,625/1,625/3,625/3,625 sheets<br>**Paper size**: A5 - A3<br>**Paper weight**: 52 - 157/157/220/220 g/m²<br>**Dimensions (W x D x H)**: 570 x 653 x 709 mm, 670 x 677 x 910 mm<br>**Weight**: Less than 65/65/85/85 kg<br>**Power source**: 220 - 240 V, 50 - 60 Hz<br>**Power consumption**: Operation: Less than 1.4/1.4/1.5/1.5 kW | 01 | Unit | | |

_____

Signature over Printed Name

# TECHNICAL SPECIFICATIONS

| Item | Specification | BRAND NAME | Statement of Compliance<br>**Statement of Compliance**<br><br>[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. | **PHOTOCOPIER MACHINE**<br>**Productive**: 28 to 50 pages per minute.<br>**Efficient**: applications for personalised settings.<br>**Time-saving**: (colour) scan and distribute in a single step.<br>**Professional**: finishers, Super G3/IP fax, IPDS/Postscript®3™ options.<br>**Secure and flexible**: data protection and handling of various media types.<br>**Copying process**: Single laser beam scanning & electrophotographic printing<br>**Copy speed**: 28/33/40/50 copies per minute<br>**Resolution**: 600 dpi<br>**Warm-up time**: 22 seconds<br>**First output speed**: 4.5/4.5/4.1/3.5 seconds<br>**Memory**: Maximum: 768 MB + 40 GB HDD<br>**Paper input capacity**: Maximum: 3,100/3,100/4,400/4,400 sheets<br>**Paper output capacity**: Maximum: 1,625/1,625/3,625/3,625 sheets<br>**Paper size**: A5 - A3<br>**Paper weight**: 52 - 157/157/220/220 g/m²<br>**Dimensions (W x D x H)**: 570 x 653 x 709 mm, 670 x 677 x 910 mm<br>**Weight**: Less than 65/65/85/85 kg<br>**Power source**: 220 - 240 V, 50 - 60 Hz<br>**Power consumption**: Operation: Less than 1.4/1.4/1.5/1.5 kW | | |

_____

***Signature over Printed Name***

# SCHEDULE OF WARRANTY

This serves as warranty for **Office Equipment** in the City Government of Zamboanga.

| ITEM NO. | DESCRIPTION | QUANTITY | | WARRANTY | |
|---|---|---|---|---|---|
| 1. | **PHOTOCOPIER MACHINE**<br>**Productive**: 28 to 50 pages per minute.<br>**Efficient**: applications for personalised settings.<br>**Time-saving**: (colour) scan and distribute in a single step.<br>**Professional**: finishers, Super G3/IP fax, IPDS/Postscript®3™ options.<br>**Secure and flexible**: data protection and handling of various media types.<br>**Copying process**: Single laser beam scanning & electrophotographic printing<br>**Copy speed**: 28/33/40/50 copies per minute<br>**Resolution**: 600 dpi<br>**Warm-up time**: 22 seconds<br>**First output speed**: 4.5/4.5/4.1/3.5 seconds<br>**Memory**: Maximum: 768 MB + 40 GB HDD<br>**Paper input capacity**: Maximum: 3,100/3,100/4,400/4,400 sheets<br>**Paper output capacity**: Maximum: 1,625/1,625/3,625/3,625 sheets<br>**Paper size**: A5 - A3<br>**Paper weight**: 52 - 157/157/220/220 g/m²<br>**Dimensions (W x D x H)**: 570 x 653 x 709 mm,<br>670 x 677 x 910 mm<br>**Weight**: Less than 65/65/85/85 kg<br>**Power source**: 220 - 240 V, 50 - 60 Hz<br>**Power consumption**: Operation: Less than 1.4/1.4/1.5/1.5 kW | 01 | Unit | | |

_____

**Bidder Signature Over Printed Name**

# *Bid Data Sheet*

| ITB Clause | |
|---|---|
| 5.3 | For this purpose, contracts similar to the project shall be:<br><br>a. **Office Equipment**: ***01 unit Photocopier Machine***<br>b. Completed within ten (10) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | "Subcontracting is not allowed." |
| 12 | The price of the Goods shall be quoted delivered duty paid (DDP) at CGSO, Tetuan, Zamboanga City for this project. |
| 14.1 | The Bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:<br><br>a. The amount of not less than **P2,400.00;** if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or<br>b. The amount of not less than **P6,000.00;** if bid security is in Surety Bond. |
| 19.4 | *The Project shall be awarded One Project having several items that shall be awarded as one contract.* |
| 20.2 | *[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]* |
| 21.2 | *[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]* |

# *Special Conditions of Contract*

| GCC Clause | |
|---|---|
| 1 | [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:]<br><br>**Delivery and Documents –**<br><br>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:<br><br>[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."<br><br>[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered ***CGSO, Tetuan, Zamboanga City***. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."<br><br>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).<br><br>For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].<br><br>**Incidental Services –**<br><br>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:<br><br>Select appropriate requirements and delete the rest.<br><br>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;<br><br>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;<br><br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;<br><br>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<br><br>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.<br><br>f. [Specify additional incidental service requirements, as needed.]<br><br>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.<br><br>**Spare Parts –**<br><br>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:<br><br>Select appropriate requirements and delete the rest.<br><br>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<br><br>b. in the event of termination of production of the spare parts:<br><br>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and<br><br>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.<br><br>The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.<br><br>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***Three (3) Months***. If not used indicate a time period of three times the warranty period]. |

| | |
|---|---|
| | 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.<br><br>**Packaging –**<br><br>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.<br><br>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.<br><br>The outer packaging must be clearly marked on at least four (4) sides as follows:<br><br>Name of the Procuring Entity<br><br>Name of the Supplier<br><br>Contract Description<br><br>Final Destination<br><br>Gross weight<br><br>Any special lifting instructions<br><br>Any special handling instructions<br><br>Any relevant HAZCHEM classifications |
| | A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.<br><br>**Transportation –**<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>**Intellectual Property Rights –**<br><br>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 | *[If partial payment is allowed, state] "The terms of payment shall be as follows: _____."* |
| 4 | The inspections and tests that will be conducted are: **Quality Inspection by Accounting, COA, CGSO and End User.** |

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

# 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]*

SAMPLE FORM

# *Section II. Instructions to Bidders*

## Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **CITY GOVERNMENT OF ZAMBOANGA** wishes to receive Bids for the **Office Equipment (*01 unit Photocopier Machine)*** with Solicitation No. **Goods 23-0303-0051**.

The Procurement Project (referred to herein as "Project") is composed of **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 **AB FY 2021** in the amount of **ONE HUNDRED TWENTY THOUSAND PESOS (P120,000.00) ONLY.**

2.2. The source of funding is: LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 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.b Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. **For the procurement of Non-expendable Supplies and Services**: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least **fifty percent (50%) of the ABC**.

## 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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

## 8. Pre-Bid Conference

No Pre-bid Conference.

## 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 ten (10) 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 **Philippine Pesos**.

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid until **One Hundred Twenty Days [120].** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

## 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on **March 10, 2023 at 10:00 AM at Office of the City Mayor - Procurement, Acquisition and Awards Division (CMO-PAAD), Conference Room, Villalobos St., Zamboanga City** as indicated in paragraph 6 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids on **March 10, 2023 at 10:00 AM at Office of the City Mayor - Procurement, Acquisition and Awards Division (CMO-PAAD), Conference Room, Villalobos St., Zamboanga City** as specified in paragraph 8 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 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

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

## 21. Signing of the Contract

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