

**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**

**BIDDING FOR THE
ONE (1) YEAR RENTAL
OF TWENTY-ONE (21)
COLOR MULTIFUNCTION
COPY MACHINES FOR
CY 2023**

February 2023

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials, and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project, or activity, whether in the nature of the 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, the 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 projects, 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). Suppliers as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Invitation to Bid

Procurement of One (1) Year Rental of Twenty-One (21) Color Multifunction Copy Machines for CY 2023

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through its 2023 Corporate Operating Budget (COB), intends to apply the sum of **Three Million Two Hundred Thousand Pesos and 0/100 (P3,200,000.00)**, inclusive of VAT and all other applicable government taxes, fees, and other charges, being the Approved Budget for the Contract (ABC) to payments under the contract for the **ONE (1) YEAR RENTAL OF TWENTY-ONE (21) COLOR MULTIFUNCTION COPY MACHINES FOR CY 2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The BCDA now invites bids for the One (1) Year Rental of Twenty-One (21) Color Multifunction Copy Machines. Bidders should have completed, within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC; or at least two (2) similar contracts and the aggregate contract amount should be equivalent to at least fifty percent (50%) of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is limited 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 the BCDA Bids and Awards Committee (BAC) for Goods Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday, from 8:00 a.m. to 5:00 p.m. and/or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested bidders from the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd

Avenue, Bonifacio Global City, Taguig City starting **21 February 2023 up to 14 March 2023 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 9:00 AM on 14 March 2023**, upon payment of an applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, as follows:

The cost of the bidding documents is **Php5,000.00**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash, manager's check or via online fund transfer to BCDA Account.

The Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPs) and the website of BCDA (www.bcdagov.ph). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. The BCDA will hold a Pre-Bid Conference on **28 February 2023 at 10:00 AM** at the BCDA Corporate Center, 2F Bonifacio Technology Center (BTC), BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.
7. Bids must be duly submitted on or before **14 March 2023 at 9:00 AM** at the **BCDA Central Receiving and Releasing Area (CRRA)** located at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave, Bonifacio Global City, Taguig City**.
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 **14 March 2023 at 10:00 AM** on the same address given above. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Late bids shall not be accepted.
10. The Pre-bid Conference and the Opening of Bids are hybrid events. Prospective bidders may choose to attend online via zoom or in person at the BTC Office.

For those attending in person, the following guidelines must be followed:

- Attendees to the Pre-bid Conference and Opening of Bids will be required to follow the BCDA Health Protocols; and
- Observers/representatives who show signs of COVID-19 related symptoms are not allowed to enter the BCDA premises.

11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
12. BCDA reserves the right to accept or reject any bid, to annul or cancel the bidding process, to declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Ms. Darlene B. Ganub
Head, BAC for Goods Secretariat
(02) 8575-1700
bacgsecretariat@bcda.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS

By:


JOSHUA M. BINGCANG
Chairperson

Bids and Awards Committee for Goods

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA, wishes to receive Bids for the Rental of Twenty-One (21) Color Multifunction Copy Machines.

The Rental of Color Multifunction Copy Machines is composed of one lot, the details of which are *described in Section VII (Technical Specifications)*.

2. Funding Information

The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2023 in the amount of **Three Million Two Hundred Thousand Pesos and 00/100 (P3,200,000.00)** for the period of one (1) year, inclusive of all applicable taxes, fees, and other charges.

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. If applicable,

a. 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.

b. Foreign ownership is 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

If applicable:

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

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this

Project, equivalent to at least twenty-five percent (25%) of the ABC.

- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result in failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder shall not be allowed to subcontract the entire nor a portion of the Project.

Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 28 February 2023 at 2:00 PM at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/webcasting as indicated in paragraph 7 of the IB..

8. 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.

9. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) *years* from the date of submission and receipt of bids, a contract similar to the Project.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in a foreign language other than English, they 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.

10. Documents Comprising the Bid: Financial Component

10.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. 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.

10.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

10.4. 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.

11. 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 the 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)**.

12. 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.

13. 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 (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14. 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.

15. Deadline for Submission of Bids

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

16. 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, the 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.

17. 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.

18. 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. 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.

19.3. The Project shall be awarded as follows:

One Project has several items that shall be awarded as one contract.

19.4. 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.

19. 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 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>The name of the Contract is One (1) Year Rental Agreement for Twenty-One (21) Color Multifunction Copy Machines</p>
1.2	<p>The lot(s) and reference is/are:</p> <p>One (1) Year Rental Of Twenty-One (21) Color Multifunction Copy Machines</p>
<u>2</u>	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA's 2023 Corporate Operating Budget.</p> <p>The name of the Project is: One (1) Year Rental Of Twenty-One (21) Color Multifunction Copy Machines</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>a) The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC OR at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC.</p> <p>Similar Contracts shall refer to contracts involving the rental of photocopying machines.</p>
7	No further instructions.
7.1	Subcontracting is NOT allowed.
8	The Procuring Entity will hold a Pre-Bid Conference on 28 February 2023 at 2:00 PM the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd

	Avenue, Bonifacio Global City, Taguig City and/or through video-conferencing/webcasting} as indicated in paragraph 6 of the IB .
9	The Procuring Entity's address is: BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City
10.1	Please refer to Section VII. Technical Specifications for a complete list of eligibility and technical requirements.
10.2	The bidder's SLCC, similar to the contract to be bid, should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
12	The ABC is Three Million Two Hundred Thousand Pesos and 00/100 (P3,200,000.00) , inclusive of VAT and all applicable taxes. Any bid with a financial component exceeding this amount shall not be accepted.
13.2	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: 1. The amount of not less than Sixty Four Thousand Pesos and 88/100 (Php 64,000.00) , 2% of ABC , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than One Hundred Sixty Thousand Pesos and 0/100 (Php160,000.00) , 5% of ABC , if bid security is in Surety Bond.
14.2	Bids will be valid until one hundred twenty (120) days from the date of bid opening.
15	Each Bidder shall submit one (1) original copy of the first component (eligibility and technical) and (1) original copy of the second component (financial) of its bid.
16.1	The address for submission of bids is: Central Receiving and Releasing Area (CRRA) Bases Conversion and Development Authority BCDA Corporate Center

	<p>2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p> <p>The deadline for submission of bids is on 14 March 2023, Tuesday at 9:00 AM</p>
17.1	<p>The place of Opening of Bids is at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City. The date and time of bid opening is on 14 March 2023, Tuesday at 10:00 AM.</p> <p>Bidders may choose to attend online via zoom or attend in person at the BTC Office.</p>
19.3	Partial bid is not allowed.
20.2	Not applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the

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

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

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual and Terms of Reference for this project.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	Terms of Reference (TOR) is shown in a separate document as Annex A . Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirement
2	Payment to the Supplier shall be made in Philippine Peso.
4	No further instructions.
5	No further instructions.
6	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the following project sites:

A. Twenty (20) Color Multifunction Copy Machines at the BCDA Offices in Taguig and Clark:

QUANTITY	ITEMS/ SPECIFICATIONS		DELIVERY SCHEDULE
To be installed in BCDA Corporate Center, Bonifacio Global City, Taguig City: • Fourteen (14) units To be installed in BCDA-Clark Field, Pampanga <u>BCDA-One West</u> • Three (3) Units BCDA Clark-PMO/ LADD • Two (2) Units <u>BCDA New Clark City Office</u> • One (1) Unit	Type	Digital	Delivery of copy machines must be on or before 15 April 2023; Installation of copy machines must be on 16 April 2023
	Speed	Monochrome: minimum of 55 copies per minute Color: minimum of 40 copies per minute	
	Stocking Capacity	Minimum of 3,500 sheets/ per machine	
	Output Capacity	150,000 copies per multifunction copy machine / month <i>(Should there be a requirement for voluminous output, the machine offered should be capable to deliver required volume)</i>	
	Throughput Capacity	Paper Size: Maximum A3; Minimum A6; Mailing Envelope (size: 9 1/2" x 4 1/8 "; thickness: 180gsm)	
	Feeder	2 sided Automatic Reversing	
	Dimension	39" (W) x 69" (L) x 48" (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>	
Others	Compatible with Windows and Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per user usage report generation capability; Free monthly maintenance service, parts and consumables.		

B. One (1) Color Multifunction Copy Machine at BCDA Office in Morong Discovery Park, Morong, Bataan:

QUANTITY	ITEMS/ SPECIFICATIONS		DELIVERY SCHEDULE
BCDA Office, Morong Discovery Park, Morong, Bataan	Type	Digital	<p>Delivery of copy machines must be on or before 15 April 2023;</p> <p>Installation of copy machines must be on 16 April 2023</p>
	Speed	Monochrome: minimum of 35 copies per minute Color: minimum of 35 copies per minute	
	Stocking Capacity	Minimum of 1,200 sheets/ per machine	
	Output Capacity	150,000 copies/machine/ month <i>(Should there be a requirement for voluminous output, the machine offered should be capable to deliver required volume)</i>	
	Throughput Capacity	Paper Size: Maximum Legal; Minimum A5; Mailing Envelope (size: 9 1/2" x 4 1/8 "; thickness: 180gsm)	
	Feeder	2 sided Automatic Reversing	
	Dimension	25" (W) x 27" (L) x 28" (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>	
	Others	Compatible with Windows and Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per-user usage report generation capability; Free monthly maintenance service, parts and consumables.	

I hereby commit to comply with and deliver the above requirements.

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

Section VII. Technical Specifications

Bidders must indicate whether the merchandise offered is “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this form.

A. Twenty (20) Color Multifunction Copy Machines

TECHNICAL SPECIFICATIONS		STATEMENT OF COMPLIANCE Please CHECK the appropriate box	
		Compliant	Non-Compliant
Type	Digital		
Speed	Monochrome: minimum of 55 copies per minute Color: minimum of 40 copies per minute		
Stocking Capacity	3,500 sheets/ per machine		
Maximum Output Capacity	150,000 copies per multifunction copy machine /month <i>(This is not the actual regular monthly projected output. The requirement is to ensure that the multifunction copy machine offered is capable to handle the said maximum output when the need arises)</i>		
Throughput Capacity	Paper Size: Maximum A3; Minimum A6; Mailing Envelope (size: 9 1/2” x 4 1/8 ”; thickness: 180gsm)		
Feeder	2 sided Automatic Reversing		
Dimension	39” (W) x 69” (L) x 48” (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>		
Others	Compatible with Windows and Mac/Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per user usage report generation capability; Free monthly maintenance service, parts and consumables.		

B. One (1) Multifunction Copy Machine

TECHNICAL SPECIFICATIONS		STATEMENT OF COMPLIANCE Please CHECK the appropriate box	
		Compliant	Non-Compliant
Type	Digital		
Speed	Monochrome: minimum of 35 copies per minute Color: minimum of 35 copies per minute		
Stocking Capacity	Minimum of 1,200 sheets/ per machine		
Maximum Output Capacity	150,000 copies/machine/ month <i>(Should there be a requirement for voluminous output, the machine offered should be capable to deliver required volume)</i>		
Throughput Capacity	Paper Size: Maximum Legal; Minimum A5; Mailing Envelope (size: 9 1/2" x 4 1/8 "; thickness: 180gsm)		
Feeder	2 sided Automatic Reversing		
Dimension	25" (W) x 27" (L) x 28" (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>		
Others	Compatible with Windows and Mac/Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per user usage report generation capability; Free monthly maintenance service, parts and consumables.		

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier





SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENT

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

- (g) The Supplier’s **audited financial statements for 2021**, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions; **and**

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (i) 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)

- (j) *[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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Annex “B”

Bidding Forms

**Bid Form for the Procurement of Goods
[shall be submitted with the Bid]**

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said 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 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 us 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 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
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 the 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 Offered from Within the Philippines

[shall be submitted with the Bid if the bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page
 ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, Local Government Units, foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which include:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or

otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Bidder's Representative/Authorized Signatory

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 _____

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

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

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action, the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid under 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.

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

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 _____

Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

Statement of All Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name : _____
 Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary..

Submitted by : _____
 Signature over Printed Name of Authorized Representative

Date : _____

- Note:**
- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
 - 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).|

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue 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.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Capital (2-4)	

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

NFCC = K (current asset – current liabilities) minus the value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Submitted by:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

**BIDDING OF THE RENTAL OF TWENTY-ONE (21) COLOR
MULTIFUNCTION COPY MACHINES**

SCHEDULE OF BIDDING ACTIVITIES

No.	ACTIVITIES	DATE/SCHEDULE (2023)*
1	Pre-Procurement Conference	10 and 17 February 2023
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	21 February 2023
3	Issuance of Bid Documents	21 February 2023 - 14 March 2023
4	Pre-Bid Conference	2:00PM, 28 February 2023
5	Deadline for Request for Clarification, if any	4 March 2023
6	Issuance of Bid Bulletin, if any	7 March 2023
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	9:00AM, 14 March 2023
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00AM, 14 March 2023
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	15-16 March 2023
	Presentation of Detailed Evaluation Results	17 March 2023
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	20 March 2023
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	21-24 March 2023
12	Deliberation by BAC of the Results of Post qualification	27 March 2023
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 31 March 2023
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 04 April 2023
15	Contract Signing	On or before 10 April 2023
16	Issuance of Notice to Proceed and Contract Signing	On or before 14 April 2023

****subject to change***

ANNEX A
(Terms of Reference)

Terms of Reference (TOR)

1. The Contract for the rental of twenty-one (21) color multifunction copy machines shall be for a period of one (1) year, with the following minimum technical specifications:

A. Twenty (20) Color Multifunction Copy Machines to be deployed at the BCDA Offices in Taguig and Clark:

Technical Specifications	
Type	Digital
Speed	Monochrome: minimum of 55 copies per minute Color: minimum of 40 copies per minute
Stocking Capacity	Minimum of 3,500 sheets/ per machine
Output Capacity	150,000 copies per multifunction copy machine / month <i>(Should there be a requirement for voluminous output, the machine offered should be capable to deliver required volume)</i>
Throughput Capacity	Paper Size: Maximum A3; Minimum A6; Mailing Envelope (size: 9 1/2" x 4 1/8 "; thickness: 180gsm)
Feeder	2 sided Automatic Reversing
Dimension	39" (W) x 69" (L) x 48" (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>
Others	Compatible with Windows and Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per user usage report generation capability; Free monthly maintenance service, parts and consumables.

B. One (1) Color Multifunction Copy Machine to be deployed at the BCDA Office in Morong Discovery Park, Morong, Bataan:

Technical Specifications	
Type	Digital
Speed	Monochrome: minimum of 35 copies per minute Color: minimum of 35 copies per minute
Stocking Capacity	Minimum of 1,200 sheets/ per machine
Output Capacity	150,000 copies/machine/ month

	<i>(Should there be a requirement for voluminous output, the machine offered should be capable to deliver the required volume)</i>
Throughput Capacity	Paper Size: Maximum Legal; Minimum A5; Mailing Envelope (size: 9 1/2" x 4 1/8 "; thickness: 180gsm)
Feeder	2-sided Automatic Reversing
Dimension	25" (W) x 27" (L) x 28" (H) <i>(maximum overall machine dimension including accessories such as trays, finishers, power transformer, etc.)</i>
Others	Compatible with Windows and Mac OS; With network printing capability; With network scanning capability; With finisher; With reduction/enlargement capacity; With per user usage report generation capability; Free monthly maintenance service, parts and consumables.

2. The approved Budget for the Contract (ABC) is **Three Million Two Hundred Thousand Pesos and 0/100 (P3,200,000.00)** for one (1) year projected at a) 1,600,000 monochrome (black and white) prints; b) 340,000 colored prints for CY 2023. The bid proposal shall be on a per-sheet basis.

Notwithstanding the estimated volume of reproduction, the billing statement as well as the payment shall be based on the contract rate per sheet and the actual consumption of BCDA.

Sample Bid Proposal Presentation:

Type of Machine	Projected Number of Sheets	Proposed Total Cost (in Php) (inclusive of VAT)
Monochrome	1,600,000	1,088,000.00
Color	340,000	2,074,000.00

**Bid proposal shall not exceed the following rates:*

Monochrome - Php 0.68
Color - Php 6.10

The bid proposal shall be rounded off to the nearest hundredths.

3. The Contract shall include supplies and consumables such as toners, spare parts (excluding copy paper), other supplies, and services needed to keep the machines in order, at no extra cost to BCDA.

The services shall include, but not be limited to the following:

- a. Sufficient inventory per month of the following consumables at different locations of BCDA offices:

Supply	Quantity	Location
Toners	Minimum of 10 black; 6 magenta; 6 blue (cyan); 6 yellow; and 8 waste toners	BCDA Corp Center, Bonifacio Technology Center
	Minimum of 2 black; 2 magenta; 2 blue (cyan); 2 yellow; and 2 waste toners	BCDA One West Office, Clark
	Minimum of 3 black; 2 magenta; 2 blue (cyan); 2 yellow; and 2 waste toners	Clark PMO, Clark
	Minimum of 1 black; 1 magenta; 1 blue (cyan); 1 yellow; and 1 waste toner	BCDA Office, Pamayanang Diego Silang
	Minimum of 1 black; 1 magenta; 1 blue (cyan); 1 yellow; and 1 waste toner	BCDA Office, Morong Discovery Park

All toners must be new during the installation of the copy machines after the issuance of the Notice to Proceed.

- b. Conduct machine inspection, adjustments, and maintenance during the last week of every month during the duration of the contract, or as needed, such as urgent or “on-call repair services to be provided within the same business day or within 24 hours (including Saturdays, Sundays and holidays) upon receipt of notice from BCDA, either by email or letter;
- c. Temporary machine replacement in cases where the multifunction copy machine breaks down warranting repair offsite. The temporary replacement machine/s must have the same or better functional specifications. After a multifunction copy machine breaks down for the third time, the winning bidder must replace it within two (2) working days after receipt of notice from BCDA via an email or letter;
- d. Continuous upgrading of the copier models for the duration of the contract;
4. At no additional cost to BCDA, the following shall be provided by the winning bidder as part of its service package:
- Training shall be conducted within 48 hours after the delivery of the machines; and,
 - Setting up of scanning and network printing features including the configuration of the machines.
5. Machines shall be deployed at the following BCDA offices:



Location	Function	Type of Multifunction Color Copy Machine	Number of Machine/s
a. BCDA Office, Taguig	Photocopying Services	First 20 Copy Machines (Refer to 1.A of this Terms of Reference)	4
	Network Printing		10
b. BCDA One West	1 machine for photocopy services, 2 for network printing		3
c. BCDA Clark-PMO/ LADD	Photocopying Services		1
	Network Printing		1
d. BCDA - New Clark City	Network Printing		1
e. BCDA - Morong Discovery Park	Printing/Copying	21st Copy Machine (Refer to 1.B of this Terms of Reference)	1
TOTAL NUMBER OF MACHINES			21

6. Should there be a need for an extension of services by the winning bidder, BCDA shall put this in writing and become part of the contract.
7. Should there be a need **for a maximum of three (3) additional copy machine units**, BCDA shall make the request in writing. The rate per copy remains the same.
8. There will be testing of copy machines during the post-qualification to ensure compatibility with both Windows and Mac OS.
9. BCDA reserves the right to demand a Certificate of Satisfactory Completion issued by former clients during the post-qualification.

Prepared by:

SGD
RAUL G. BUENSALIDA
Officer-in-Charge, RAD

Recommending Approval:

SGD
ARREY A. PEREZ
Senior Vice President, CSG
Executive Vice President

Noted by:

SGD
VIRGIL M. ALVAREZ
Vice President, ICTD

Approved by:

SGD
JOSHUA M. BINGCANG
Officer-in-Charge, Office of

