Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

### 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
  - (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

#### 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
- (ii) the extent of termination, whether in whole or in part;
- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

### 28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

### 29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

### 30. Application

Jincontirolled when printed or emailed on the printed of the print These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

### Section V. Special Conditions of Contract

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### SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.1(g)	The Procuring Entity is the Bases Conversion and Development Authority (BCDA).
1.1(i)	The Supplier is [to be inserted at the time of contract award].
1.1(j)	The Funding Source is  The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2017 in the amount of <b>TWO MILLION FOUR HUNDRED THOUSAND PESOS (Php 2,400,000.00)</b> for the period of One (1) Year, inclusive of all applicable taxes, fees and other charges.
1.1(k)	The project Site is at:
	Multifunction Copy Machines may be assigned within and outside Metro Manila
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: [Insert address including, name of contact, fax and telephone number]  The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]
6.2	The Procuring Entity's address for Notices is:
Jincol	BCDA Corporate Center, 2 <sup>nd</sup> Floor, Bonifacio Technology Center 31 <sup>st</sup> St. corner 2 <sup>nd</sup> Ave., Bonifacio Global City, Taguig City  Tel. No. (632) 575-1700  The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]  The Contract shall be issued in the form of a Rental Agreement.  Delivery of the GOODS shall be made by the Supplier in accordance with the term specified in the Schedule of Requirements.
10.4	Payment to the Supplier shall be made in Philippine Peso.
10.5	Payment using LC is not allowed.
11.3	All accounts shall be payable every month to the Supplier within thirty (30) working days from the BCDA's date of receipt of the

	billing statement.
	All overdue unpaid rentals and/or charges shall bear interest at one and a half percent (1.5%) a month until the same are fully paid.
13.4(c)	No further instructions.
16.1	As part of the post qualification, BCDA shall conduct tests on the multifunction copy machines being offered by the Supplier to check the compliance to machine specifications as required on the Technical Specifications.
17.4	"On-call repair services should be provided within the day or not later than the following day upon receipt of the request, even on weekends and holidays.
	Should there be need to pull out the multifunction copy machine for repair, a temporary replacement should be delivered on the same day, with the same or better functional specifications as the unit under repair, even if it is different model or make.
	In case on a repeated machine breakdown or when it is determined that the machine problem is irreparable, the BCDA shall demand for a replacement unit of equal or superior model and capacity as the one being replaced and shall be provided within three (3) calendar days from the date of request.
19	Per Section 3.1, Annex "D" of the IRRA of RA 9184, the supplier shall pay a rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.
	The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.
Incor	In case of partial delivery, a liquidated damage in the amount of one tent (1/10) of one percent (1%) of the total value of the undelivered portion of the contract shall be deducted for each day of delay for failure of the contractor/supplier to make the delivery within the specified date of delivery.
20.4	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## Section VI. Schedule of Requirements

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### SCHEDULE OF REQUIREMENTS

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

QUANTITY		ITEM / SPECIFICATION	DELIVERY SCHEDULE
	Туре	Digital	
To be installed in BCDA Corporate Center, Bonifacio	Speed	Monochrome: minimum of 55 copies per minute Color: minimum of 40 copies per minute	6
Global City, Taguig City:	Stocking Capacity	3,500 sheets/ per machine	(6)
<ul> <li>Five (5) Monochrome Machines</li> <li>Nine (9) Color Machines</li> </ul>	Maximum Output Capacity	150,000 copies per multifunction copy machine / month  (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)	June 5, 2017
To be installed in BCDA-Clark Field, Pampanga	Throughput Capacity Feeder	Paper Size: Maximum A3; Minimum A6; Mailing Envelope (size: 9 1/2" x 4 1/8"; thickness: 180gsm) 2 sided Automatic Reversing	
<ul> <li>One (1)</li> <li>Monochrome</li> <li>Machine</li> <li>One (1)</li> <li>Color</li> </ul>	Dimension	39" (W) x 69" (L) x 48" (H)  (maximum overall machine size including accessories such as trays, finishers, power transformer, etc.)	
Machine	Others	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:**

_

# Section VII. Technical Specifications

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### TECHNICAL SPECIFICATIONS COMPLIANCE FORM

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

	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
		COMPLIANCE
		Please CHECK the appropriate
		box
		Compliant Non-Compliant
Туре	Digital	
Speed	Monochrome: minimum of 55 copies per minute	
	Color: minimum of 40 copies per minute	0
Stocking	3,500 sheets/ per machine	
Capacity	, 0	
Maximum	150,000 copies per multifunction copy machine /	
Output	month	
Capacity		
	(This is not the actual regular monthly projected	
	output. The requirement is to ensure that the	
	multifunction copy machine offered is capable to	
T114	handle the said maximum output when the need arises)  Paper Size: Maximum A3; Minimum A6;	
Throughput	Mailing Envelope (size: 9 1/2" x 4 1/8";	
Capacity	thickness: 180gsm)	
Feeder	2 sided Automatic Reversing	
1 CCGC1		
Dimension	39" (W) x 69" (L) x 48" (H)	
	(maximum overall machine size including accessories	
	such as trays, finishers, power transformer, etc.)	
Others	With network printing capability;	
	With network scanning capability;	
	With finisher;	
~0	With reduction/enlargement capacity;	
70	With per user usage report generation capability;	
	Free monthly maintenance service, parts and	
	consumables.	

# Section VIII. Checklist of Requirements for Bidders

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### **CHECKLIST OF REQUIREMENTS FOR BIDDERS**

"EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE SCHEDULE OF PRICES, UNDER SECTION IX HEREOF, SHALL BE SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE/S OF THE BIDDER. FAILURE TO DO SO SHALL BE A GROUND FOR THE REJECTION OF THE BID AND PROPERLY TABBED AS FOLLOWS:"

#### **ELIGIBILITY DOCUMENTS' ENVELOPE**

- Tab A
   PhilGEPS Certificate of Registration under Platinum Membership
- **Tab B** Notarized Omnibus Sworn Statement/Affidavit of the prospective bidder (of its background, affiliations, responsibilities as Bidder, authorizations, etc.) (Section IX, Bidding Forms)
- **Tab C** Statement / List of all on-going, and completed government and private contracts, similar in nature to the contract/project subject of the bidding at hand, within at least the past **three (3) years** (April 2014 to April 2017) using the following forms and support documents:
  - (FORM SF-GOOD-13a) Statement 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.
    - (FORM SF-GOOD-13b) Statement / List of at least one (1) **COMPLETED** government and/or private contracts (*Section IX, Bidding Forms*) similar in nature as the contract subject of bidding with a value of at least fifty (50%) of the Approved Budget for the Contract (ABC); or two (2) similar contracts with the aggregate contract amount equivalent to at least fifty percent (50%) of the ABC of the contract subject of bidding at hand supported with the following documents (in accordance to BDS Clause 5.4 of the BDS):
      - 1. Contract; AND
      - 2. Certificate of Completion or Official Receipt of last payment received
- **Tab D** Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5 (Section IX, Bidding Forms) or a Committed Line of Credit (CLC) from a universal or commercial bank which must be at least equal to 10% of the ABC
- Tab E Bid Security (use Section IX, Bidding Forms in case of Bid Securing Declaration)
- Tab F Technical Specifications Compliance Form (<u>Use the supplied Technical Specifications Compliance Form found in the Bid Documents as Section VII)</u>
- **Tab G** Schedule of Requirements (use **Section VI**) duly signed in every page by the principal bidder or the bidder's authorized representative
- **Tab H** If applicable, valid Joint Venture Agreement (JVA) in case the joint venture is already in existence; in the absence of a JVA, 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 event that the bid is successful, in accordance with Section 23.1(b) of the IRR.

Each partner of the JV shall likewise submit their respective PhilGEPS Certificates of Registration under Platinum Membership.

The submission of technical and financial eligibility documents by any of the joint venture partners constitute compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

### FINANCIAL PROPOSAL ENVELOPE

The Financial Component shall contain the following:

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Tab I Financial Bid Form (use Section IX Bidding Forms)

### Section IX. Bidding Forms

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### TABLE OF CONTENTS

THE CONTRACT EST COMPLETED
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iso.

### Bid Form

	Invitation	Date:n to Bid N°:	
To: [name and address of Pr	ocuring Entity]		
Gentlemen and/or Ladies:			(80)
numbers], the receipt of whi [supply/deliver/perform] [deliver/perform] [deliver/per	ch is hereby duly scription of the Grant tall Bid amount in the	nts including Bid Bulletin Nuracknowledged, we, the undersignoods in conformity with the words and figures of Prices attached herewith and	gned, offer to said Bidding sums as may
We undertake, if our delivery schedule specified in		o deliver the goods in accordatequirements.	nce with the
If our Bid is accepted, amounts, and within the times		provide a performance security idding Documents.	in the form,
	shall remain bindir	d Validity Period specified in Bing upon us and may be accepted	
Commissions or gratuit and to contract execution if w		to be paid by us to agents relationship contract, are listed below:	ng to this Bid,
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity	
(if none, state "None"	)		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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

We acknowledge	that failure to sign each	and every page of this	s Bid Form, including
the attached Schedule o	f Prices, shall be a ground	d for the rejection of ou	r bid.
Dated this	day of	20	ile

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

[signature]

Standard Form Number: SF-GOOD-13a Revised on: July 28, 2004

**Business Name** 

Statement / List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

	Value of Outstanding	Works / Undelivered Portion									
	% of Accomplishment	l Actual								cost	Cost
		Planned								Total Cost	
		<ul><li>b. Date Started</li><li>c. Date of Completion</li></ul>					A A A A A A A A A A A A A A A A A A A	No remainded and the second se			of Silligili
		%	-							5	* CO
	Bidder's Role	Description							R		
		Nature of Work			<b>\</b>				The state of the s		ignature)
		Address Telephone Nos.									(Printed Name & Signature)
	ď	υ <u>σ</u>									
Business Address :	Name of Contract/	Project Cost	Government					Private			Submitted by :

Submitted by	: (Printed Name & Signature)
Designation Date	

Standard Form Number: SF-GOOD-13b Revised on: July 28, 2004

Statement / List of all Government & Private Contracts completed which are similar in nature to the contract subject of bidding, including Single Largest Completed Contract (SLCC)

	a. Date Awarded	b. Contract Effectivity c. Date Completed													
		e. Amount at Completion f. Duration											?	30	·
	Bidder's Role	Description %							9	9	5				
		Nature of Work				S									
*5	d. Owner's Name	e. Address f. Telephone Nos.							ed with:	l Receipt(s) of Last Payment		(Printed Name & Signature)			
Business Name :	to contract of the contract of	אמנוופ סו כסוות שכר	Government				Private		Note: This statement shall be supported with:	<ul><li>1 Contract or Purchase Order; <b>AND</b></li><li>2 Certificate of Acceptance or Official Receipt(s) of Last Payment</li></ul>		Submitted by :	Date		

Submitted by	: (Printed Name & Signature)
Designation Date	

### **Contract Agreement Form**

THIS AGREEMENT made the day of 20 between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:
WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
<ul> <li>(a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;</li> <li>(b) the Schedule of Requirements;</li> <li>(c) the Technical Specifications;</li> <li>(d) the General Conditions of Contract;</li> <li>(e) the Special Conditions of Contract;</li> <li>(f) the Performance Security; and</li> <li>(g) the Entity's Notice of Award.</li> </ul>
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

in accordance with the laws of the Republic of the Philippines on the day and year first above

written.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed

Signed, sealed, delivered by	the	(for the Entity)	
Signed sealed delivered by	the	(for the Supplier)	

### **Omnibus Sworn Statement**

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

#### **AFFIDAVIT**

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

#### 1. Select one, delete the other:

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

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

#### 2. Select one, delete the other:

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 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;

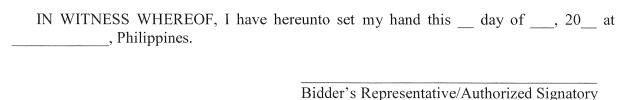
#### 6. Select one, delete the rest:

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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.



<b>SUBSCRIBED AND SWORN</b> 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
and mother community tax continuate to: 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

<sup>\*</sup> This form will not apply for WB funded projects.

### **BID SECURING DECLARATION FORM**

X	X
	BID SECURING DECLARATION Invitation to Bid: [Insert Reference number]
To: [Insert n	ame and address of the Procuring Entity]
I/We, the un	dersigned, 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 on the following circumstances:
	(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
Unc	(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.

[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	e personally known to me and was/were identified			
by me through competent evidence of identity as defined in the 2004 Rules on Notaria				
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 mis/ner community rax ce	issued on			
Witness my hand and seal this	day of [month] [voar]			
withess my hand and sear this	day of [month] [year].			
	NIANTE OF NOTABY BUDLIC			
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				
60.				
20				

## Section X. Schedule of Bidding Activities

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# BIDDING FOR THE RENTAL OF SIX (6) MONOCHROME AND TEN (10) COLOR MULTI-FUNCTION COPY MACHINES FOR 2017

### **SCHEDULE OF BIDDING ACTIVITIES\***

No.	ACTIVITIES	DATE/SCHEDULE (2017)
1	Pre-Procurement Conference	March 28 @ 11AM
2	Posting / Publication (Website, PhilGEPS , BCDA Premises & Newspaper )	April 21-28
3	Issuance of Bid Documents	April 21 – May 19
4	Pre-Bid Conference	May 3 @ 9AM
5	Deadline for Request for Clarification, if any	May 8 @ 5PM
6	Issuance of Bid Bulletin, if any	May 12
7	Deadline for Submission of the ff:	<b>(</b>
	Eligibility Requirements	May 19 @1:00 PM
	Financial Proposal	
8	Opening of the ff:	O.
	Eligibility Requirements	May 19 @ 2:00 PM
	Financial Proposal	
9	Bid Evaluation (TWG 's detailed evaluation of	May 19-22
	the submitted bids)	
10	Sending of letter to the Bidder with LCB	May 23
	advising them on the conduct of Post-	
	Qualification	
11	Post Qualification on the Bidder with LCB or	May 24-25
	succeeding LCB (if any)	
12	Deliberation by BAC of the Results of Post	
	qualification	May 26
13	Issuance of BAC's Recommendation (based on	May 30
	the Results of Post-Qual)	
14	Approval of BAC Resolution and Issuance of	
	Notice of Award*	June 5
15	Issuance of Notice to Proceed and Contract	June 6
	Signing	

<sup>\*</sup>Subject to change

