

## ***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
To be installed in BCDA Corporate Center, Bonifacio Global City, Taguig City:  • Fourteen (14) units	Type	Digital	<b>June 16, 2018</b>
	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>	
To be installed in BCDA-Clark Field, Pampanga  <u>BCDA-CSG ASS PMO</u>  • Two (2) Units	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>	
<u>BCDA New Clark Office</u>  • Four (4) Units	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 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	
		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.		

**Bidder’s Authorized Representative:**

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

\_\_\_\_\_  
Principal Bidder / Supplier

***Section VIII. Checklist of Requirements for  
Bidders***

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## CHECKLIST OF REQUIREMENTS FOR BIDDERS

**“ELIGIBILITY AND FINANCIAL REQUIREMENTS SHOULD BE APPROPRIATELY SIGNED IN EVERY PAGE BY THE PRINCIPAL BIDDER OR THE BIDDER’S REPRESENTATIVE AND PROPERLY TABBED AS FOLLOW:”**

### 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.)
- Tab C** Statement / List of all on-going and completed government or private contracts, similar in nature to the subject bidding at hand, within at least the past **three (3) years** (April 2015 to April 2018) using the following forms and support documents:
- (FORM SF-GOOD-13a) A Statement of all ON-GOING government and/or private contracts awarded but not yet started supported with the following documents from TWO (2) of the biggest contracts, IF ANY:
    1. Purchase Order or Contract; or
    2. Notice of Award or Notice to Proceed
  
  - (FORM SF-GOOD-13b) A Statement of at least one (1) COMPLETED government and/or private contracts which are similar in nature having a value of at least fifty (50%) of the Approved Budget for the Contract (ABC); or at least two (2) similar contracts and the aggregate contract amount should be equivalent to at least 50% of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC of bidding at hand supported with the following documents (in accordance to Clause 5.4 of the BDS):
    1. Purchase Order or 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 or a Committed Line Credit (CLC) from a Universal or Commercial Bank which must be at least equal to 10% of the ABC.
- Tab E** Bid Security (in case of Bid Securing Declaration)
- Tab F** Technical Specifications Compliance Form duly signed in every page by the principal bidder or the bidder’s authorized representative (Section VII of the Bid Documents)

**Tab G** Schedule of Requirements duly signed in every page by the principal bidder or the bidder's authorized representative (Section VI of the Bid Documents)

**Tab H** Contract Agreement Form

**Tab I** 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 instance that the bid is successful shall be included in the bid.

Additional documents for Joint Venture

Further, each partner of the JV shall likewise submit the following requirements consistent with ITB Clause 12.1.(a)(i) and 12.1.(a)(ii):

- 12.1.(a)(i) Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for Cooperatives; and,
- 12.1.(a)(ii) Valid Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.

Submission of the following documents consistent with ITB Clause 12.1.(a)(iii) to 12.1.(a)(v) by any of the joint venture partners constitute compliance:

- 12.1.(a)(iii) Statement of ongoing and completed government and/or private contracts within at least the past two (2) years following item 2 above;
- 12.1.(a)(iv) Audited Financial Statements for 2016 or 2017 (whichever is available), stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions; and,
- 12.1.(a)(v) Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5


<b>FINANCIAL PROPOSAL ENVELOPE</b>
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The Financial Component shall contain the following:

**Tab J** Financial Bid Form

***Section IX. Bidding Forms***

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## Omnibus Sworn Statement

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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;

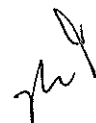
*If a partnership or cooperative:* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, 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.

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 \_\_\_\_\_

\* This form will not apply for WB funded projects.



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)**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	Owner's Name Address Telephone Nos.	Nature of Work	Bidder's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:  
 1 Contract or Purchase Order; **AND**  
 2 Certificate of Acceptance or Official Receipt(s) of Last Payment

Submitted by : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 (Printed Name & Signature)

**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/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*  
*[Insert Signatory's Legal Capacity]*  
Affiant



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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

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## Contract Agreement Form

### RENTAL AGREEMENT

#### THE PUBLIC IS INFORMED:

This Rental Agreement is executed between:

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, duly authorized for this purpose as evidenced by the Secretary's Certificate dated \_\_\_\_\_ which is hereto attached as Annex "A", hereinafter referred to as "\_\_\_\_\_";

and

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street Crescent Park West, Bonifacio Global City, Taguig City, represented by its Executive Vice President, **AILEEN AN. R. ZOSA**, duly authorized for this purpose by the BCDA Board as evidenced by Item 178, Letter G, page 27 of the approved BCDA Manual of Approval dated November 22, 2017 marked herein as Annex "B", hereinafter referred to as "**BCDA**".

BCDA and \_\_\_\_\_ may individually be referred to as Party or collectively as Parties

#### - ANTECEDENTS -

BCDA is in need of twenty (20) color multifunction copy machines for the day to day demand of its printing and photocopying services. However, the purchase of these machines may not be advantageous to the government because of its high cost of maintenance and repair.

The most advisable and cost-efficient way of satisfying this demand for printing and photocopying services is through the rental of these multifunction copy machines.

Pursuant to the provisions of Republic Act 9184 and its Revised Implementing Rules and Regulations, BCDA posted continuously for seven (7) consecutive days its Invitation to Bid in the PHILGEPS website, BCDA website and in a conspicuous place reserved for this purpose in its premises as certified by the head of the BAC Secretariat.

In a bidding held last \_\_\_\_\_ met all the eligibility requirements and submitted a responsive bid.

*P. J. W.*

The BAC-G passed BAC Resolution No. \_\_\_\_\_ (hereto attached as Annex "C") dated \_\_\_\_\_, declaring the \_\_\_\_\_ as the winning bidder and recommending to the BCDA President and Chief Executive Officer the award of the Rental Agreement to the \_\_\_\_\_.

The BCDA President and CEO approved the recommendation of the Bids and Awards Committee for Goods on \_\_\_\_\_.

**ACCORDINGLY**, in view of the foregoing premises and in consideration of the covenants hereinafter set forth, the Parties hereto have agreed as follows:

**1. EQUIPMENT.**

The \_\_\_\_\_ hereby leases to the BCDA twenty (20) multifunction copy machines, together with the accessories listed below herein referred to as "EQUIPMENT.":

MODEL

SERIAL NO.

**ACCESSORIES:**

- a. Automatic Document Feeder
- b. Finisher
- c. Automatic Duplexing Unit

In the event any of the above described EQUIPMENT is replaced by other units of the same or different model, the replacement shall automatically be covered by this Agreement as if it was the original subject matter of this Agreement.

**2. RENTAL RATE**

The \_\_\_\_\_ shall provide all the supplies, consumables, spare parts (excluding copy paper) and services needed to keep the rented EQUIPMENT in satisfactory working condition without cost to the BCDA.

In return, the BCDA agrees to pay the \_\_\_\_\_ the following rental rates:

Monochrome : \_\_\_\_\_ (Php \_\_\_\_\_) per copy

Color : \_\_\_\_\_ (Php \_\_\_\_\_) per copy

All inclusive of VAT, subject to par. 3 (b) hereof.

*E. M.*

3. **COMPUTATION OF CHARGES:**

- a. Rental charges shall be computed from **June 16, 2018 to June 15, 2019.**
- b. At the end of each month, the \_\_\_\_\_ and BCDA'S representatives shall take the meter reading of the EQUIPMENT and compute the total number of copies made (less actual spoilage, test copies made by \_\_\_\_\_ technician but not to exceed 2% of total copies made).
- c. The total billing is computed by multiplying the total number of net copies made by the rental rate stated in par. 2 hereof.

4. **PAYMENT OF ACCOUNTS:**

All accounts shall be payable every month to the \_\_\_\_\_ 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.

5. **OWNERSHIP OVER EQUIPMENT/SPARE PARTS AND CONSUMABLES.**

The EQUIPMENT being rented and its unused spare parts and consumables shall remain the property/ies of the \_\_\_\_\_. The BCDA shall not make any alteration on the EQUIPMENT, nor shall the BCDA sell, transfer, mortgage, rent or encumber the said EQUIPMENT, the used or unused spare parts and other consumables of the same that will, in any way, prejudice the rights and interests of the \_\_\_\_\_. The EQUIPMENT shall remain the property of the \_\_\_\_\_ regardless of any claim or reason therefor, such as judgements, execution, provisions, attachment and provisional disposition of the EQUIPMENT. In any event, the BCDA shall inform the \_\_\_\_\_ immediately of any attachment, levy, execution or similar lien over the EQUIPMENT and the BCDA shall exercise due diligence and exert all efforts to protect the right of the \_\_\_\_\_ over the EQUIPMENT.

6. **COMPENSATION IN CASE OF LOSS OR DAMAGE.**

The BCDA shall compensate the \_\_\_\_\_ for any loss of, or damage to, the EQUIPMENT caused by or due to any willful act or fault or negligence of the BCDA, its representative, personnel, agent, or any person acting in its behalf, or any loss or damage resulting from or due to violation by the BCDA or its personnel of any term of this Agreement. At the BCDA's option, it may take out an insurance policy to cover loss or damage to said EQUIPMENT.

7. **MAINTENANCE SERVICE AND REPAIR.**

The \_\_\_\_\_ or its duly authorized representatives, shall make such inspections on a monthly basis on normal business days and during working hours and make adjustments and repairs whenever required to keep the EQUIPMENT in good working condition. **On-call repair services shall also be provided by the \_\_\_\_\_ within the day or not later than the following day the request is made.** In case of relocation, the BCDA should inform the \_\_\_\_\_ who shall undertake the relocation. All expenses relating thereto shall be for the account of the BCDA. Whenever necessary and as part of its service package, the \_\_\_\_\_ undertakes to train the BCDA's personnel to operate the EQUIPMENT at no cost.

8. **SERVICE/REPLACEMENT UNIT.**

The \_\_\_\_\_ shall immediately provide a service unit to the BCDA in case of machine breakdown or delayed repair, at no cost to the BCDA. If in the judgment of the BCDA, the repeated breakdown causes prejudice to its interest or when the damage is determined to be irreparable, the BCDA can demand for the machine's replacement with another unit of equal or superior capacity. In such case, the \_\_\_\_\_ shall deliver the replacement unit within three (3) calendar days from the BCDA's demand. Should the \_\_\_\_\_ fail to provide the replacement within the specified period, the BCDA shall impose a five percent (5%) penalty on the total bill for the month when \_\_\_\_\_ failure occurred. Further, the BCDA shall have the option to terminate this Agreement without incurring any liability for the payment of rental and/or damages arising therefrom.

9. **EFFECTIVITY OF AGREEMENT.**

This Agreement shall take effect on **June 16, 2018** and shall automatically terminate on **June 15, 2019** unless extended in writing by the BCDA.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

Notwithstanding Paragraph number 9 hereof, either party may, at any time and with prior 30-day notice to the other, terminate this Agreement under any of the following instances:

- a. Violation of any provision of this Agreement;
- b. Bankruptcy proceedings instituted against, appointment of a receiver for or change in ownership of either party; and,
- c. Any other ground authorized by law.

When the Agreement is terminated due to the fault of the BCDA, any outstanding account shall be due and payable without need of any formal demand by the \_\_\_\_\_. In case the termination is due to the \_\_\_\_\_

fault, the \_\_\_\_\_ shall be liable for whatever consequential damages incurred by the BCDA without the BCDA's demand.

11. **RETURN OF EQUIPMENT.**

The EQUIPMENT, without \_\_\_\_\_, upon lapse of the mandatory 30-day notice for the termination or cancellation of this Agreement as mentioned in the immediately preceding Section.

In this regard, BCDA shall not be obliged to safe keep the EQUIPMENT, nor shall be liable for any damages to it, should \_\_\_\_\_ fail to pull out the same on said date.

12. **SEPARABILITY.**

If any provision of this Agreement is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.

13. \_\_\_\_\_ **RESERVATION.**

The \_\_\_\_\_ reserves the right to assign and/or discount with any entity or financing institution, the receivables under this Agreement.

14. **DISPUTE RESOLUTION, COURT ACTION AND VENUE OF SUIT.**

Any dispute or controversy between the parties in connection with or arising from this Contract shall, as far as practicable, be settled by the Parties amicably.

Should BCDA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the \_\_\_\_\_ shall be liable for attorney's fees in an amount equivalent to twenty percent (20%) of the total sum claimed in the Complaint, exclusive of other damages and the expense of litigation.

Both parties hereby agree that all legal actions arising out of this Agreement shall be instituted in the proper court of TAGUIG CITY, to the exclusion of all other courts of equivalent jurisdiction.

15. **CUMULATIVE RIGHTS.**

All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative and none of them shall be in limitation of any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either party.

16. **FURTHER ASSURANCE.**

Each party shall from time to time upon the request of the other party, execute any additional documents and do any other acts or things which may be reasonable be required to achieve the purposes of this Agreement.

17. **NO WAIVERS.**

No failure or delay on the part of a party to exercise any right, power or privilege hereunder, or to enforce at any time or for any period of time any provision hereof, shall be construed to be a waiver of such right, power, privilege or provision or of the right of the party thereafter to exercise such right, power or privilege, or enforce such provision.

SIGNED by the parties on \_\_\_\_ day of \_\_\_\_\_ 2018 at Taguig City, Metro Manila.

\_\_\_\_\_

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
**AILEEN AN. R. ZOSA**  
Executive Vice President

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of \_\_\_\_\_) S.S.

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, this \_\_\_\_\_, 2018, personally appeared the following:

Name	Government - Issued ID	Expiry Date
1. Aileen An. R. Zosa		
2.		

Known to me and to me known to be the same persons who executed the foregoing instruments as:

POSITION	COMPANY
1. Executive Vice President	Bases Conversion and Development Authority
2.	

And they acknowledge to me that the same are their own free act and deed, as well as the free and voluntary act of the entities they represent.

**SIGNED AND SEALED** on \_\_\_\_\_ 2018 in \_\_\_\_\_.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2018.

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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 Name of Bidder, 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 Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

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

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***Section X. Schedule of Bidding Activities***

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YK 9.

**BIDDING FOR THE ONE (1) YEAR RENTAL OF TWENTY (20) COLOR  
MULTIFUNCTION COPY MACHINES FOR 2018**

**SCHEDULE OF BIDDING ACTIVITIES\***

No.	ACTIVITIES	DATE/SCHEDULE (2018)
1	Pre-Procurement Conference	May 16 @ 2:00 PM
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper )	May 18-24
3	Issuance of Bid Documents	May 18 - June 7
4	<b>Pre-Bid Conference</b>	<b>May 25 @ 2:00 PM</b>
5	Deadline for Request for Clarification, if any	May 29 @ 5:00 PM
6	Issuance of Bid Bulletin, if any	May 31
7	<b>Deadline for Submission of the ff:</b> <ul style="list-style-type: none"> <li>• Eligibility Requirements</li> <li>• Financial Proposal</li> </ul>	<b>June 7 @ 10:00AM</b>
8	<b>Opening of the ff:</b> <ul style="list-style-type: none"> <li>• Eligibility Requirements</li> <li>• Financial Proposal</li> </ul>	<b>June 7 @ 11:00AM</b>
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	June 7-8
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	June 8
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	June 11
12	Deliberation by BAC of the Results of Post qualification	June 13
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	June 14
14	Approval of BAC Resolution and Issuance of Notice of Award*	June 18
15	Issuance of Notice to Proceed and Contract Signing	On or before June 22

*\*Subject to change*

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