



## INVITATION TO BID FOR Fuel, Oil and Lubricants Expenses

(Name of Project)

1. The CITY GOVERNMENT OF ZAMBOANGA, through the **General Fund** intends to apply the sum of **FOURTEEN MILLION ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED PESOS (P14,150,400.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract **Fuel, Oil and Lubricants Expenses (PR No. 100-20-01-0006)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
  2. The **City Government of Zamboanga** now invites bids for **257,280 liters Diesel**. Delivery of the GOODS is required for **Upon Request of the End-User**. Bidders should have completed within a period of ten (10) years from the date of submission and receipt of bids, a contract similar to the Project, with a value of at least (50%) of the ABC and to meet other eligibility requirements stated in the Eligibility Documents. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
  3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
  4. Interested Bidders may obtain further information from City Government of Zamboanga in the Office of the City Mayor-Procurement, Acquisition and Awards Division (PAAD) and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.
  5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 8, 2020 to January 28, 2020** from the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **P14,150.40**. The method of payment will be **Cash payable to the City Treasurer's Office**. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.  
It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the fee for the Bidding Documents not later than the submission of their bids.
  6. The **City Government of Zamboanga** will hold a Pre-bid Conference on **January 16, 2020 at 10:00 AM** at City Mayors Procurement, Acquisition and Awards Division, Conference Room Villalobos St., Z.C. which shall be open to prospective bidders.
  7. Bids must be duly received by the BAC Secretariat at the address below on or before **January 28, 2020 at 10:00 AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.  
Bid opening shall be on **January 28, 2020 at 10:00 AM** at City Mayor's Procurement, Acquisition & Awards Division, Conference Room Villalobos Street Zamboanga City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
  8. All Bids must be accompanied by a Bid Security which shall be a **Bid Securing Declaration** or at least one other form of the following: cash, cashier's /manager's check, bank draft/guarantee confirmed by a Universal/Commercial Bank, Irrevocable Letter of Credit issued by a Universal/Commercial Bank or from other bank certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument, provided however that it shall be confirmed or authenticated by a Universal/Commercial Bank if issued by a foreign bank in the amount of **P283,008.00** or Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security in the amount of **P707,520.00** or any combination of the foregoing in the amount proportionate to share of form with respect to total amount of security.  
The Bid Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity.  
**Bidders are required to indicate the BRAND NAME and/or NAME OF MANUFACTURER of GOODS offered/quoted, when appropriate.**
- To be delivered in the **Office of the City Environment and Natural Resources**
9. The City Government of Zamboanga reserves the right to accept or reject any bids, 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.
  10. Bidders are advised to use the **BID FORM** at the back of this ITB. Failure to do so would lead to non-acceptance of the bid.
  11. For Further information please refer to:

**Mr. Ronald A. Vicete**  
Procurement, Acquisition and Awards Division  
Villalobos Street,  
Zamboanga City  
Tel. & TeleFax No. (062) 992-7763

**ERWIN E. BERNARDO**  
BAC Chairperson



# BID FORM

Date: \_\_\_\_\_  
 Invitation to Bid No: **Goods 20-0108-0007**

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

**Gentlemen and/or Ladies:**

Having examined the Bidding Documents including Bid Bulletin Numbers **Solicitation No. Goods 20-0108-0007** the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply/deliver/perform **Fuel, Oil and Lubricants Expenses** in conformity with the said Bidding Documents for the sum of

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

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 scheduled 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 17.1 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 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 **Fuel, Oil and Lubricants Expenses** of the **City Government of Zamboanga** *[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 **Fuel, Oil and Lubricants Expenses** of the **City Government of Zamboanga**.

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 capacity of)

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

## REQUEST FOR QUOTATION

Name of Bidder \_\_\_\_\_ Invitation to Bid Number: **Goods 20-0108-0007** Page 1 of 1

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (Col.9) x (col 4)
1.	<b>Diesel</b>  For the month of January, February, March, April, May and June 2020  <b>Note: Partial Withdrawal shall be at Pump Price Base Payment</b>		257,280	Liters						
<b>Purpose:</b> For official use in the <b>Office of the City Environment and Natural Resources</b> , this city.										

Submitted by: \_\_\_\_\_

(Signature over Printed Name)

Name of the Representative of the Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## SCHEDULE OF REQUIREMENTS

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

<i>Item Number</i>	<i>Description</i>	<i>Quantity</i>		<i>Total</i>	<i>Delivered, Days/Weeks/Months</i>
1.	<b>Diesel</b>  For the month of January, February, March, April, May and June 2020  <b>Note: Partial Withdrawal shall be at Pump Price Base Payment</b>	257,280	Liters		

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

# TECHNICAL SPECIFICATIONS

Item	Description	BRAND NAME	Statement of Compliance Statement of Compliance  Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB</b> Clause 3.1(a)(ii) and/or <b>GCC</b> Clause 2.1 (a)(ii)
1.	<p><b>Diesel</b></p> <p>For the month of January, February, March, April, May and June 2020</p> <p><b>Note: Partial Withdrawal shall be at Pump Price Base Payment</b></p>		

*Signature over Printed Name*

# SCHEDULE OF WARRANTY

This serves as warranty for Fuel, Oil and Lubricants Expenses in the City Government of Zamboanga.

ITEM NO.	DESCRIPTION	QUANTITY		WARRANTY	
1.	<b>Diesel</b>  For the month of January, February, March, April, May and June 2020  <b>Note: Partial Withdrawal shall be at Pump Price Base Payment</b>	257,280	Liters		

\_\_\_\_\_  
**Bidder Signature Over Printed Name**

## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b>CITY GOVERNMENT OF ZAMBOANGA</b>
1.2	The name of the Contract is: <b>Fuel, Oil and Lubricants Expenses</b> The identification number of the Contract is <b>Goods 20-0108-0007</b> The lot (s) and reference is/are" <i>[insert name]</i>
2	The funding Source is: The Government of the Philippines (GOP) through <b>General Fund in the amount of P14,150,400.00</b>  The name of the Project is: <b>Fuel, Oil and Lubricants Expenses</b>
3.1	No Further Instruction
5.1	No Further Instruction
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2 (b), may not participate in this project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12. (a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.  For this purpose, similar contracts shall refer to: No further instructions.
7	No further instructions.
8.1	"Subcontracting is not allowed."  <b>NOTE: The contractor shall undertake not less than 20% of the contracted works with its own resources.</b>
8.2	Not Applicable
9.1	The Procuring Entity will hold a pre-bid conference for this Project on  <b>January 16, 2020 at 10:00 A.M.</b> <b>Office of the City Mayor-Procurement, Acquisition and Awards Division (PAAD)</b> <b>Conference Room, Villalobos Street, Zamboanga City</b>
10.1	The Procuring Entity's address is"  <b>Office of the City Mayor-Procurement, Acquisition and Awards Division (PAAD)</b> <b>Villalobos St., Zone IV, Zamboanga City</b> <b>Mr. Ronald A. Vicete, OIC-BAC Secretariat</b> <b>Telefax: (062) 992-7763</b>
12.1	Nor further instructions.
12.1 (a) (i)	No other acceptable proof of registration is recognized.
12.1 (a) (iii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>[state relevant period as provided in the Invitation to Bid]</i> prior to the deadline for the submission and receipt of the bids.
13.1 (b)	No further instructions.
13.1 (c)	"No additional requirements"
13.2	The ABC is <b>P14,150,400.00</b> . Any bid with a financial component exceeding this amount shall not be accepted.
15.4 (a) (iv)	No incidental services are required.
15.4 (b) (i)	"Not Applicable"
15.4 (b) (ii)	"No incidental services are required"
16.1 (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until: <b>120 CALENDAR DAYS.</b>
18.1	The Bid security shall be a Bid Securing Declaration or any of the following forms and amounts:  1. The amount of not less than <b>P283,008.00</b> ; 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 <b>P707,520.00</b> ; if bid security is in Surety bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.
18.2	The bid security shall be valid until <b>120 CALENDAR DAYS</b>
20.3	Each bidder shall submit one (1) original and Two (2) copies of the first and second components of its bid.
21	The address for submission of bids is <b>Office of the City Mayor-Procurement, Acquisition and Awards Division (PAAD), Villalobos Street, Zone IV Zamboanga City</b> The deadline for submission of bids is on or before <b>January 28, 2020 at 10:00AM.</b>
24.1	The place of bid opening is <b>Office of the City Mayor-Procurement, Acquisition and Award Division (PAAD) Conference Room, Villalobos Street, Zamboanga City.</b> The date and time of bid opening is <b>January 28, 2020 at 10:00AM.</b>
24.2	No further instructions.
27.1	No further instructions.

28.3 (a)	<p><b>Grouping and Evaluation of Lots –</b></p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i></p> <p><i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p><i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i></p> <p><i>Select one of the following paragraphs, delete the other.</i></p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>Or</p> <p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <p><i>[Insert grouping of lots]</i></p>
28.3 (b)	Bid modification is not allowed.
28.4	No further instructions.
29.2(a)	"No additional requirement"
29.2(b)	<p>Only tax returns files and taxes paid through BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><b>Note: The latest income and business tax return are those within the last six months preceding the date of bid submission.</b></p>
29.2(d)	No further instructions.
32.4(g)	No additional requirement"



# Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <b>City Government of Zamboanga, City Hall, Zamboanga City.</b>
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through <b><u>General Fund in the amount of P14,150,400.00</u></b>
1.1 (k)	The Project Site is: <b>Zamboanga City</b> "The Project sites are defined in Section VI. Schedule of Requirements"
5.1	The Procuring Entity's address for Notices is: <b>Villalobos St, Zamboanga City</b> <b>Mr. Ronald A. Vicete, OIC BAC Secretariat</b> <b>Telefax: (062) 992-7763</b>  The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
6.2	<p>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered <b>CGSO, Tetuan, Zamboanga City.</b> In accordance with INCOTERMS."</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered <i>[insert place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul> <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul>

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

*Select appropriate requirements and delete the rest.*

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of **Three (3) Months**.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Insurance –</b></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with <b>GCC</b> Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	<i>Not applicable.</i>
10.5	<p>State "Payment using LC is not allowed."</p> <p><i>or</i></p> <p><i>If payment using LC is allowed, state "The amount of provisional sum is _____ Pesos (PhP _____)." [Note: The provisional sum shall not exceed 10% of the ABC, and shall form part of the ABC].</i></p>
13.4 (c)	<i>No further Instructions.</i>
16.1	The inspections and tests that will be conducted are: <b>Quality Inspection by Accounting, COA, CGSO and End User.</b>
17.3	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
17.4	The period for correction of defects in the warranty period is <b>Seven (07) Calendar Days.</b>
21.1	State here "No additional provision." <i>or, if the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</i>

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S  
x ----- x

**BID-SECURING DECLARATION**

Invitation to Bid/Request for Expression of Interest No. <sup>1</sup> : *[Insert reference number]*

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

I/We<sup>11</sup>, 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 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. \_\_\_\_\_.

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]*

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

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