



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

PROCUREMENT OF DOCUMENT SCANNER FOR THE MARITIME INDUSTRY AUTHORITY

Government of the Republic of the Philippines

PUBLIC BIDDING NO. 2024-10

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Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

**INVITATION TO BID FOR
PROCUREMENT OF DOCUMENT SCANNER FOR
THE MARITIME INDUSTRY AUTHORITY**

1. The MARITIME INDUSTRY AUTHORITY, through the **CY 2024 General Appropriations Act (GAA)**, intends to apply the sum of **One Million Nine Hundred Fifty Thousand (Php 1,950,000.00)**, inclusive of VAT and other applicable government taxes, being the ABC to payments under the contract for **DOCUMENT SCANNER**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MARITIME INDUSTRY AUTHORITY now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days upon confirmation of Purchase Order (PO). Bidders should have completed, within three (3) years prior to the deadline for the submission and receipt of bids from the date of submission and receipt of bids, a contract similar to the Project. 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) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from MARITIME INDUSTRY AUTHORITY Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address given below on **November 19, 2024 to December 09, 2024** in the amount of **Five Thousand Pesos (Php5,000.00)**. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at www.marina.gov.ph. Proof of payment shall be presented prior to submission of Bids.
6. The MARITIME INDUSTRY AUTHORITY will hold a Pre-Bid Conference at the address given below on **November 27, 2024**, and through video conferencing via zoom, which shall be open to prospective bidders and can be accessed using the following:

Join Zoom Meeting:

<https://us06web.zoom.us/j/85058626214?pwd=Jp0qjWjgskb27WSRWZBmTmllyYQgr2.1>

Meeting ID: 850 5862 6214

Passcode: MARINAbac

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 09, 2024, 11:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders limited to only one representative, who choose to attend at the address below. Late bids shall not be accepted.
10. The Schedule of Bidding Activities shall be as follows:

| ACTIVITIES | DATE/TIME | VENUE |
|--|--|--|
| 1. Posting of Bid Documents | November 19, 2024 to November 26, 2024 | PhilGEPS and MARINA Website and Premises |
| 2. Sale and Issuance of Bid Documents | November 19, 2024 to December 09, 2024 9:00 A.M. to 4:00 P.M. (except on December 09, 2024 which will be until 10:00 AM only) | 10th Floor, MARINA Central Office, Port Area, Manila |
| 3. Pre-bid Conference | November 27, 2024 3:00 PM | MARINA Central Office, Port Area, Manila and via zoom |
| 4. Receipt of Requests for Interpretation from the Bidders | until November 28, 2024 | via email : bacsec@marina.gov.ph |
| 5. Issuance/Posting of Supplemental/ Bid Bulletin, if any | until December 02, 2024 | PhilGEPS and MARINA website |
| 6. Deadline of Submission of Bids | December 09, 2024 11:00 AM | MARINA Central Office, Port Area, Manila |
| 7. Opening of Bid Documents | December 09, 2024 3:00 PM | MARINA Central Office, Port Area, Manila |

11. The MARITIME INDUSTRY AUTHORITY reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MARINA BAC Secretariat
10th floor MARINA Building, Bonifacio Drive corner 20th Street,
Port Area (South), Manila, 1018
bacsec@marina.gov.ph
(02) 8523-2950

13. You may visit the following websites:

For downloading of Bidding Documents:

www.marina.gov.ph

<https://www.philgeps.gov.ph>

Sgd.

Atty. MARIA ROWENA B. HUBILLA

Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Maritime Industry Authority wishes to receive Bids for the PROCUREMENT OF DOCUMENT SCANNER FOR THE MARITIME INDUSTRY AUTHORITY, with Public Bidding No. 2024-10.

The Procurement Project (referred to herein as “Project”) is composed of 150 users/mailbox email (one lot), the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Approved Budget for the Contract (ABC) is One Million Nine Hundred Fifty Thousand Pesos (Php 1,950,000.00), inclusive of VAT and other applicable government taxes to be charged against the CY 2024 General Appropriations Act (GAA).

2.2. The source of funding is through the authorized continuing appropriations under the CY 2024 General Appropriations Act (GAA).

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, 20th St corner Bonifacio Drive Port Area Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until ninety (90) days from the opening of bids . Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184.

The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:
 - Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p style="text-align: center;">Similar projects are those related to Supply and Delivery of Document Scanner</p> |
| 7.1 | Subcontracting is not allowed. |
| 12 | The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Php 39,000.00 (two percent (2%) of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; and</p> <p style="margin-left: 40px;">b. The amount of not less than Php 97,500.00 (five percent (5%) of ABC) if bid security is in Surety Bond.</p> |
| 15 | <p>Each Bidder shall submit hard copy of the bid requirements in one (1) sealed big envelope, in this template:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY - CENTRAL OFFICE</p> <p>TO: _____</p> <p>FROM: _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: _____ BID REF: _____ (In Capital Letters, Indicate the Phrase)</p> <p style="text-align: center;">DO NOT OPEN BEFORE _____ (Date and Time for the opening of bids)</p> </div> <p>Filling-out instructions:</p> <p style="margin-left: 40px;">a. Be addressed to the Procuring Entity's BAC;</p> <p style="margin-left: 40px;">b. Bear the name and address of the Bidder in CAPITAL LETTERS;</p> <p style="margin-left: 40px;">c. Bear the Name and Bid Ref. No. of the Project; and</p> <p style="margin-left: 40px;">d. Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning "DO NOT OPEN BEFORE (Date and time of the opening of bids)</p> |

| | |
|------|--|
| | <p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> 1. One of the envelopes must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1” and “copy 2”. 2. The other envelope must contain one original and two copies of the Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”. |
| 19.3 | No further instruction. |
| 20.1 | <p>Bidder shall submit the following:</p> <ol style="list-style-type: none"> a. Tax Clearance; b. Latest Tax Returns. Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. The latest Income and Business Tax Returns and those within the last six months preceding the date of bid submission; c. Certificate of PhilGeps Registration; d. Other appropriate licenses and permits required by law and stated in the bidding documents; such as Mayor’s Permit and SEC Registration; and e. Copy of Certificate of Completion or Certificate of Acceptance of the Single Largest Completed Contract (SLCC) and completed contracts |

***Section IV. General Conditions of
Contract***

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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|--------------------------|---|
| <p>GCC Clause</p> | |
| <p>1</p> | <p>Delivery and Documents –</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>Delivery/Activation of emails shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Terms of Delivery</p> <ol style="list-style-type: none"> 1. Delivery of the above requirements/items: WITHIN THIRTY (30) DAYS UPON CONFORMATION OF PURCHASE ORDER (PO) 2. Delivery/Activation should be made within office hours and on regular working days on or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with. |
| | <p>Confidentiality</p> <ol style="list-style-type: none"> 1. Each party (the “Receiving Party”) agrees to keep strictly confidential all data, information, and documents obtained from the other party (the “Disclosing Party”) such as, but not limited to, the terms of an Agreement, technical information and know-how, and other information provided by the Disclosing Party to the Receiving Party during the course of the negotiations and performance of an Agreement, whether or not such is labeled as “confidential” or “proprietary” (the “Information”). 2. Neither party may disclose the Information to any third party, or to any of its employees, agents, officers and representatives, except on a need-to-know basis, except upon written consent by the Disclosing Party, or pursuant to an applicable law or order from a competent court or regulatory body; provided, that in the event of a legally-mandated disclosure, the Receiving Party shall first inform the Disclosing Party in writing of such order or requirement at least three (3) days prior to the intended date of disclosure. |
| | <p>Delivery Date</p> <p>Within Thirty (30) calendar days upon confirmation of Purchase Order (PO)</p> |

| | |
|--|---|
| | <p>Payment Terms</p> <p>Within Fifteen to Thirty (15-30) calendar days upon receipt of Billing Invoice / SOA and issuance of Inspection and Acceptance Report by MARINA</p> |
| | <p>Liquidated Damages</p> <p>MARINA shall impose a penalty of 1/10 of 1% of the total value of the undelivered requirements for each day of delay as liquidated damages after specified allowable number of days to deliver/activate</p> |

Section VI. Schedule of Requirements

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

| Lot Number | Description | Quantity | Total | Delivered, Weeks/Months |
|-------------------|---------------------------------|-----------------|--------------|---|
| 1 | Procurement of Document Scanner | 65 | 65 | Within Thirty (30) calendar days upon confirmation of Purchase Order (PO) |

Section VII. Technical Specifications

Technical Specifications

Listed below are the minimum standard specifications for the PROCUREMENT OF DOCUMENT SCANNER

| QTY | SPECIFICATIONS | Statement of Compliance |
|----------------------------|---|--|
| 65 pcs of document scanner | <ul style="list-style-type: none"> - Scanning speed at least 35ppm/70ipm - Optical Resolution at least 300 dpi - Color contact image sensor - Sheet-fed, one-pass duplex color scanner type - 30-bit input color bit depth - 3-Color RGB LED Light source - 50 sheets capacity - Paper size minimum 2” x 2” - Paper size maximum: 8.5” x 240 - Daily Duty Cycle 4, 000 sheets - 27 – 413 g/m2 Paper weight - Roller assembly kit: 200, 000 cycles | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be</i></p> |

| | | |
|--|--|---|
| | | <i>regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i> |
|--|--|---|

***Section VIII. Checklist of Technical and
Financial Documents***

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX: Bidding Forms

Annex “A”

COMPANY LETTERHEAD

Statement of ongoing government and private contracts

PROCUREMENT OF DOCUMENT SCANNER

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

| Name of Client | Name of Contract | Date and Status of Contract | Kinds of Goods | Amount of Contract | Value of Outstanding Contracts | Date of deliver | Purchase Order Number/s or Date of Contracts |
|--------------------------------------|------------------|-----------------------------|----------------|--------------------|--------------------------------|-----------------|--|
| | | | | | | | |
| | | | | | | | |
| Total value of outstanding contract: | | | | | | | |

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

PROCUREMENT OF DOCUMENT SCANNER

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

| Name of Client | Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Date of Completion | Contract Memorandum of Agreement; and Certificate of End-User’s Acceptance (EUA) or Official Receipt (OR)/ Collection receipt covering the Full amount of contract (copies attached) |
|----------------|------------------|------------------|----------------|-------------------|--------------------|--|
| | | | | | | |
| | | | | | | |

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

PROCUREMENT OF DOCUMENT SCANNER

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

| | | | |
|--------------|----------------------------------|-----|--|
| Th is | is to certify that | Our | Net Financial Contracting Capacity |
| (NFCC) is | | (P) | which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC) |
| | NFCC = [(CA-CL) (15)] - C | | |
| Where: | | | |
| C A | = Current Assets | | |
| C L | = Current Liabilities | | |

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20 ____

Name & Signature of Authorized Representative

Position

Date

PROCUREMENT OF DOCUMENT SCANNER

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at
....., represented herein by its
.....,
....., hereinafter referred to as
“.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at
.....,
....., represented herein by its
.....,
....., hereinafter referred to as
“.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at
.....,
....., represented herein by its
.....,
....., hereinafter referred to as”;
(hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

| | |
|-----------------------------------|--|
| Bid Reference No. | |
| Name/Title of Procurement Project | |
| Approved Budget for the Contract | |

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that

*if applicable

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE
PHILIPPINES) CITY
OF

_____) S.S.

BID SECURING DECLARATION
Project Identification No.: [Insert 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 procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or

services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Company Letterhead

BID FORM

Date :

Project Ref. No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract

execution if we are awarded the contract, are listed below:

| Name and address | Amount and Purpose of | of agent | Currency | Commission or gratuity |
|------------------|-----------------------|----------|----------|------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name:

Legal capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Date: _____

\

Company Letterhead
Financial Bid Form

| Description | Quantity | ABC | TOTAL BID PRICE (Inclusive of VAT) |
|--|--|--|---|
| PROCUREMENT OF DOCUMENT SCANNER | 65PCS | The Approved Budget for the Contract (ABC) is One Million Nine Hundred Fifty Thousand Pesos (Php 1,950,000.00), inclusive of VAT and other applicable government taxes | Php 1, 950, 000.00 |
| Total Bid Price Inclusive of VAT in Words | One Million Nine Hundred Fifty Thousand Pesos | | |

