

REPUBLIC OF THE PHILIPPINES



**MUNICIPALITY OF BURGOS,
LA UNION**

**Delivery of Office Supplies for
Different Offices**

(2021-BGLU-OFFICESUPPLIES-06-13)

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



**Republic of the Philippines
Province of La Union
MUNICIPALITY OF BURGOS**

BIDS AND AWARDS COMMITTEE

**INVITATION TO BID FOR
Delivery of Office Supplies for Different Offices**

1. The **MUNICIPALITY OF BURGOS, LA UNION**, through the **2021 Annual Budget** intends to apply the sum of **₱338,021.67** being the ABC to payments under the following contracts with their corresponding Identification Numbers. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item Description	Approved Budget for the Contract (ABC) and Source of Funding	Project Identification Number	Pre-bid Conference	Deadline for Submission/ Opening of bids	Price of bid Documents (non-refundable)
Delivery of Office Supplies for Different Offices	₱338,021.67 and General Fund	2021-BGLU-OFFICE SUPPLIES-06-13	June 23, 2021 at 10:00 AM	June 28, 2021 at 9:00 AM	Php 500.00

2. The **MUNICIPALITY OF BURGOS, LA UNION** now invites bids for the above Procurement Projects. Delivery/Repair of the Goods is required in **15 days after receipt of the Notice to Proceed**. Bidders should have completed, within **three (3) years** 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 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 No. 5183.
4. Prospective Bidders may obtain further information from the **MUNICIPALITY OF BURGOS, LA UNION** and inspect the Bidding Documents at the address given below during **Monday to Thursday, 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 14, 2021 to June 24, 2021** from the given address and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*,

in the amount of ₱500.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in *person*.

6. The **MUNICIPALITY OF BURGOS, LA UNION** will hold a Pre-Bid Conference on **June 23, 2021, 10:00 AM** at the **Municipal Conference Hall, Municipality of Burgos, La Union**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 28, 2021 at 9:00 AM**. 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 opening shall be on **June 28, 2021, 9:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders' Representative should have **Special Power of Attorney (SPA)** duly signed by the owner of the Construction Firm/Company.
11. The **MUNICIPALITY OF BURGOS, LA UNION** 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:
FERDINAND G. RAMOS
BAC Chairperson
Burgos Municipal Building
New Poblacion, Burgos, La Union 2510
CP No: 09095247107

June 14, 2021

FERDINAND G. RAMOS
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **MUNICIPALITY OF BURGOS, LA UNION** wishes to receive Bids for *Delivery of Office Supplies for Different Offices* with identification number **2021-BGLU-OFFICE SUPPLIES-06-13**

The Procurement Project (referred to herein as “Project”) is composed of **1 LOT**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the sources of funding as indicated below for **CY 2021 and** in the amount of **Three Hundred Thirty Eight Thousand Twenty One pesos & 67/100 (PHP 338,021.67)**.

2.2. The sources of funding are the 2021 Annual Budget as approved by the Sanggunian;

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 exceeding 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 Procuring Entity has prescribed that 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 *at the Municipal Conference Hall, Burgos, La Union* 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 for each lot indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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 the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specification)**.

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 up to 120 days after the bid opening. 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 two copies of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission 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 Entity's 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 14 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 One Project having several lots/items that shall be awarded as one contract.
- 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 lots or 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Purchase, Supply, Delivery of Office Supplies. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is NOT ALLOWED .
12	The price of the Goods shall be quoted DDP Municipal Hall, New Poblacion, Burgos, La Union . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 6,761.00 (2% of Php 338,021.67), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 16,902.00 (5% of Php 338,021.67), if bid security is in Surety Bond.
19.2	Partial bids are NOT ALLOWED .
20.1	All documents should be submitted WITH TABBING and should BEAR THE SIGNATURE of the supplier/authorized representative at the right bottom corner in every page. The bidder shall also attach in its eligibility and technical envelope the following: <ul style="list-style-type: none"> a) BIR Certificate of Registration
21.1	So as not to delay the transaction, winning bidder is required to promptly address any concern/query from the BAC/TWG/Secretariat.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

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

Special Conditions of Contract

GCC Clause	
1	<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 of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are Terry V. Abellada, Mun. Treasurer and Marilyn G. Abansi, MBO.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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 one year, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. <p>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.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. 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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> 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 and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 36 months.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **ONE MONTH** 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

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>Transportation -</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 force majeure.</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>Intellectual Property Rights –</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>
2.2	<p>The terms of payment shall be as follows: The contractor shall be paid 100% of Contract amount upon completion of delivery and acceptance subject to applicable government mandate taxes (which includes Sales tax/Contractor’s tax as required by the Municipality’s Revenue Code/s) and retention fee required by RA9184</p>
4	<p>The inspections and tests that will be conducted are: Completeness of the delivered items as to quantity and specifications;</p>

Section VI. Schedule of Requirements

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

Item #		QUANTITY		Delivered Within
1	Air Freshener, Aerosol	13	bots	15 days after receipt of NTP
2	Alcohol 70%,500ml	48	bots	
3	Arch File Folder, 3"	10	pcs	
4	Arch File,Black or Red,8.5 x 13",Horizontal	10	pcs	
5	Arch File, Green, 8.5 x 13",Horizontal	35	pcs	
6	Ballpen,Black	190	pcs	
7	Ballpen,Blue	45	pcs	
8	Ballpen,Red	30	pcs	
9	Battery 9 volts	15	pcs	
10	Battery AA	40	pcs	
11	Battery AA, rechargeable	2	pcs	
12	Battery AAA	22	pcs	
13	Battery D	5	pcs	
14	Binder Clip 1"	5	packs	
15	Binder Clip 2"	5	packs	
16	Bleach Liquid	5	bots	
17	Board Paper, 10's	13	packs	
18	Broom-Stick	10	pcs	
19	Calculator, 12 digit, solar	2	pcs	
20	Calculator, 2 way power, 4 x 6.5 inches	1	pc	
21	Calculator, 12 dig Casio 2way power	2	pcs	
22	Certificate Holder (plastic)	15	pcs	
23	Clear Book (Long)	5	pcs	
24	Clip,Backfold, 19mm	10	pcs	
25	Clip,Backfold, 25mm	22	pcs	
26	Clip Backfold, 32 mm	15	pcs	
27	Clip,Backfold, 50mm	10	pcs	
28	Clipboard, Pastic,Long	10	pcs	
29	Coconut Midrib	5	pcs	
30	CD (Recordable)	8	pcs	
31	DVD (Rewriteable)	5	pcs	
32	Correction Tape	75	pcs	
33	Cork Board 4 x 2 ft	1	pc	
34	Cutter	5	pcs	
35	Data File Box	24	pcs	
36	Dating and Stamping Machine,Heavy Duty	1	pc	
37	Detergent Powder (1 kg)	30	kg	
38	Disinfectant Spray	12	bots	
39	DTR Form 48, 1,000 pcs/pack	2	packs	
40	Dust Pan	5	pcs	

41	Envelope, Documentary Long (Brown)	10	packs
42	Envelope, Documentary A4 (Brown)	1	pack
43	Envelope, Expandable, Plastic with handle	12	pcs
44	Envelope, Mailing White 70gsm	6	packs
45	Envelope, pay kraft (4x7 x12"	1	pack
46	Eraser, Whiteboard	2	pcs
47	Eraser, Plastic Rubber for pencil draft/Writing	10	pcs
48	External Hard Drive 1 TB	3	pcs
49	External Hard Drive 2 TB	1	pc
50	Face Shield	20	pcs
51	File Organizer,Expanding plastic 12 pockets	5	pcs
52	Folder,Long (Cream/Brown)	26	packs
53	Folder, Morocco-Red,Long	30	pcs
54	Folder, Morocco, Fancy (A4)	2	packs
55	Folder, Morocco, fancy (Legal)	3	packs
56	Folder with tab, legal	6	packs
57	Folder, pressboard,plain,legal 100pcs/box	1	packs
58	Foot rugs	10	pcs
59	Glass Cleaner 500ml	4	bots
60	Glue ,all purpose 200g	7	bots
61	Hand Towels for CR	10	pcs
62	Index Tabs, Self Adhesive 5 sets/box	3	box
63	Ink Cartridge # 704 ,black	2	box
64	Ink Cartridge ,Canon, CL 810,black	2	box
65	Ink Cartridge, canon, CL 811, colored	1	box
66	Ink Cartridge Canon 312	1	bot
67	Ink Canon PG 40,Black	7	bot
68	Ink Canon PG 41,Black	6	bot
69	Ink Eraser,staedtler	2	pcs
70	Ink Refill 003,Black	20	box
71	Ink Refill 003,Cyan	9	box
72	Ink Refill 003, magenta	9	box
73	Ink Refill 003, yellow	9	box
74	Ink Refill, Epson 6641,Black	40	box
75	Ink Refill, Epson 6642, Cyan	15	box
76	Ink Refill, Epson 6643, Magenta	15	box
77	Ink Refill, Epson 6644, Yellow	15	box
78	Ink Stamp Pad, purple	3	box
79	Insecticide, aerosol type, 600ml	6	pcs
80	Marking pen,permanent,black	35	bot
81	Marking Pen, permanent,blue	9	pcs
82	Marking Pen, permanent,red	13	pcs
83	Marking Pen, whiteboard, black	15	pcs
84	Marking Pen, whiteboard, blue	10	pcs
85	Marking Pen, whiteboard, Red	3	pcs
86	Metric Tape	2	pcs
87	Mop Head	6	pcs
88	Mouse,Bluetooth	2	pcs
89	Notepad, Stick on 3x4	26	pcs
90	Notepad, Stick on 3x3	3	pcs

91	Noteepad, stick on 2x3	5	pcs
92	Noteepad Stick on 1cmx 7cm	5	pcs
93	Paper clip vinyl,32mm	22	box sm
94	Paper clip vinyl,48mm	19	box sm
95	Paper clip vinyl Jumbo	2	box sm
96	Paper Fastener Non rust Metal	11	box
97	Paper Fastener vinyl (7cm hole to hole)	2	box
98	Paper, Multicopy A4	244	reams
99	Paper, Multicopy legal	260	reams
100	Paper Pad (216mmx 330mm)	20	pads
101	Paper Puncher	6	pcs
102	Pencil lead with eraser	11	box
103	Pencil,Mechanical Push type for 0.5mm lead	1	pc
104	Pencil sharpener, manual single cutter head	1	pc
105	Push Pins,Flat,colored 100's	2	box
106	Rags, all cotton 32/pc/kg	5	kg
107	Record Book 300lvs	26	books
108	Record Book 500lvs	12	books
109	Ribbon Cart,Epson C135015516 (# 8750),Black	3	carts
110	Ribbon Cart,Epson C135015584 (5015327)),Black	3	carts
111	Ring Binder, 80 rings, plastic 32mm x 1.12 mm	12	sets
112	Ring Binder, 80 rings, plastic 50.8mm x 1.12mm	12	sets
113	Ring Binder, 80 rings, plastic 25mm x 1.12mm	12	sets
114	Ruler 12 inches	1	pcs
115	Scissors, symmetrical,blade length 65mm	14	pcs
116	Scotch tape 1"	28	pcs
117	Signpen, black 0.5	70	pcs
118	Signpen, blue 0.5	20	pcs
119	Signpen, red 0.5	7	pcs
120	Signpen, blue 0.7	5	pcs
121	Soap,Bathroom	5	pcs
122	Special Paper-A4 multi color	30	packs
123	Stamp Pad, felt bad bed	4	pcs
124	Staple remover, plier type	5	pcs
125	Staple wire # 35	65	pcs
126	Surgical Mask	100	pcs
127	Tape Dispenser 1"	1	pc
128	Tape Dispenser,Table Top	1	pc
129	Tape, Double sided 1 inch	4	pcs
130	Tape Masking 1"	15	pcs
131	Tape Masking 2"	5	pcs
132	Tape Transparent, 48mm	10	pcs
133	Toilet bowl & urinal cleaner	7	pcs
134	toilet bowl pump	5	pcs
135	Toilet brush for bowl	5	pcs
136	Toner cartridge Q2612AHP	3	carts
137	Toner cartridge HP CB435A, 35A	2	carts
138	Tornado Mop	1	pc
139	Trashbag,Black large	35	packs
140	Trashbin,non touch	1	pc

141	Tissue 12's	60	bags
142	USB flash drive 8GB	1	pc
143	USB flash drive 16GB	13	pcs
144	USB flash drive 32 GB	4	pcs
145	Wallclock (big)	2	pc
146	Waste Basket, non rigid plastic	2	pcs

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
Office Supplies	Air Freshener, Aerosol	<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</i>
	Alcohol 70%,500ml	
	Arch File Folder, 3"	
	Arch File,Black or Red,8.5 x 13",Horizontal	
	Arch File, Green, 8.5 x 13",Horizontal	
	Ballpen,Black	
	Ballpen,Blue	
	Ballpen,Red	
	Battery 9 volts	
	Battery AA	
	Battery AA, rechargeable	
	Battery AAA	
	Battery D	
	Binder Clip 1"	
	Binder Clip 2"	
	Bleach Liquid	
	Board Paper, 10's	
	Broom-Stick	
	Calculator, 12 digit, solar	
	Calculator, 2 way power, 4 x 6.5 inches	
	Calculator, 12 dig Casio 2way power	
	Certificate Holder (plastic)	
	Clear Book (Long)	
	Clip,Backfold, 19mm	
	Clip,Backfold, 25mm	
	Clip Backfold, 32 mm	
Clip,Backfold, 50mm		
Clipboard, Pastic,Long		
Coconut Midrib		
CD (Recordable)		

DVD (Rewriteable)	<i>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 applicable laws and issuances.]</i>
Correction Tape	
Cork Board 4 x 2 ft	
Cutter	
Data File Box	
Dating and Stamping Machine,Heavy Duty	
Detergent Powder (1 kg)	
Disinfectant Spray	
DTR Form 48, 1,000 pcs/pack	
Dust Pan	
Envelope, Documentary Long (Brown)	
Envelope, Documentary A4 (Brown)	
Envelope, Expandable, Plastic with handle	
Envelope, Mailing White 70gsm	
Envelope, pay kraft (4x7 x12"	
Eraser, Whiteboard	
Eraser, Plastic Rubber for pencil draft/Writing	
External Hard Drive 1 TB	
External Hard Drive 2 TB	
Face Shield	
File Organizer,Expanding plastic 12 pockets	
Folder,Long (Cream/Brown)	
Folder, Morocco-Red,Long	
Folder, Morocco, Fancy (A4)	
Folder, Morocco, fancy (Legal)	
Folder with tab, legal	
Folder, pressboard,plain,legal 100pcs/box	
Foot rugs	
Glass Cleaner 500ml	
Glue ,all purpose 200g	
Hand Towels for CR	
Index Tabs, Self Adhesive 5 sets/box	
Ink Cartridge # 704 ,black	
Ink Cartridge ,Canon, CL 810,black	
Ink Cartridge, canon, CL 811, colored	
Ink Cartridge Canon 312	
Ink Canon PG 40,Black	
Ink Canon PG 41,Black	
Ink Eraser,staedtler	
Ink Refill 003,Black	
Ink Refill 003,Cyan	
Ink Refill 003, magenta	
Ink Refill 003, yellow	
Ink Refill, Epson 6641,Black	
Ink Refill, Epson 6642, Cyan	
Ink Refill, Epson 6643, Magenta	
Ink Refill, Epson 6644, Yellow	
Ink Stamp Pad, purple	
Insecticide, aerosol type, 600ml	
Marking pen,permanent,black	
Marking Pen, permanent,blue	

Marking Pen, permanent,red
Marking Pen, whiteboard, black
Marking Pen, whiteboard, blue
Marking Pen, whiteboard, Red
Metric Tape
Mop Head
Mouse,Bluetooth
Notepad, Stick on 3x4
Notepad, Stick on 3x3
Notepad, stick on 2x3
Notepad Stick on 1cmx 7cm
Paper clip vinyl,32mm
Paper clip vinyl,48mm
Paper clip vinyl Jumbo
Paper Fastener Non rust Metal
Paper Fastener vinyl (7cm hole to hole)
Paper, Multicopy A4
Paper, Multicopy legal
Paper Pad (216mmx 330mm)
Paper Puncher
Pencil lead with eraser
Pencil,Mechanical Push type for 0.5mm lead
Pencil sharpener, manual single cutter head
Push Pins,Flat,colored 100's
Rags, all cotton 32/pc/kg
Record Book 300lvs
Record Book 500lvs
Ribbon Cart,Epson C135015516 (# 8750),Black
Ribbon Cart,Epson C135015584 (5015327)),Black
Ring Binder, 80 rings, plastic 32mm x 1.12 mm
Ring Binder, 80 rings, plastic 50.8mm x 1.12mm
Ring Binder, 80 rings, plastic 25mm x 1.12mm
Ruler 12 inches
Scissors, symmetrical,blade length 65mm
Scotch tape 1"
Signpen, black 0.5
Signpen, blue 0.5
Signpen, red 0.5
Signpen, blue 0.7
Soap,Bathroom
Special Paper-A4 multi color
Stamp Pad, felt bad bed
Staple remover, plier type
Staple wire # 35
Surgical Mask
Tape Dispenser 1"
Tape Dispenser,Table Top
Tape, Double sided 1 inch
Tape Masking 1"
Tape Masking 2"

	Tape Transparent, 48mm		
	Toilet bowl & urinal cleaner		
	toilet bowl pump		
	Toilet brush for bowl		
	Toner cartridge Q2612AHP		
	Toner cartridge HP CB435A, 35A		
	Tornado Mop		
	Trashbag,Black large		
	Trashbin,non touch		
	Tissue 12's		
	USB flash drive 8GB		
	USB flash drive 16GB		
	USB flash drive 32 GB		
	Wallclock (big)		
	Waste Basket, non rigid plastic		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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

- (l) 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

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

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

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

