



Republic of the Philippines  
PROVINCE OF CAGAYAN  
Alimannao, Peñablanca, Cagayan

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Supply and Delivery of Various Office, Janitorial and Computer Supplies**

Government of the Republic of the Philippines

**March 15, 2023**

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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 CAGAYAN**  
Municipality of Peñablanca

## **PROVINCIAL BIDS AND AWARDS COMMITTEE GOODS AND SERVICES**

### **INVITATION TO BID FOR**

### **Supply and Delivery of Various Office, Janitorial and Computer Supplies**

1. The Provincial Government of Cagayan, through the Annual Budget Appropriations intends to apply the sum of **P2,157,129.00** being the ABC to payments under the contract for **Supply and Delivery of Various Office, Janitorial and Computer Supplies**, [Goods 006-2023]. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Provincial Government of Cagayan- Bids and Awards Committee now invites bids for the above Procurement Project. Delivery of the Goods is required for **15 days**. Bidders should have completed, within the last five 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.  
  
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 Bids and Awards Committee - Goods and Services (BAC-GS) of the Provincial Government of Cagayan and inspect the Bidding Documents at the address given below during Mondays to Fridays from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 15-April 4, 2023**, from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Provincial Government of Cagayan - Bids and Awards Committee (Goods and Services) will hold a Pre-Bid Conference<sup>1</sup> on **March 22, 2023, 9:30 a.m.** at BAC Conference Room, 2<sup>nd</sup> Floor, GSO Building, Capitol Compound, Capitol Hills,

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Alimannao Peñablanca Cagayan and/or through video conferencing or webcasting via Google Meetings 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 **April 4, 2023 8:00 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 opening shall be on **April 4, 2023, 11:00 a.m.** at the given address below and/or via Google Meetings. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Provincial Government of Cagayan 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.
11. For further information, please refer to:

**ATTY. IAN LUIS C. AGUILA, CPA**  
Head, BAC Secretariat/General Services Officer  
Capitol Hills, Capitol Compound,  
Alimannao Peñablanca Cagayan  
pbac.cagayan@gmail.com  
(078) 396-2143

12. You may visit the following website:

For downloading of Bidding Documents: [www.cagayan.gov.ph](http://www.cagayan.gov.ph)

***March 15, 2023.***

**ATTY. ROGELIO R. TALIPING JR.**  
Chairperson  
PBAC Goods and Services

# Section II. Instructions to Bidders

## 1. Scope of Bid

The Procuring Entity, Provincial Government of Cagayan wishes to receive Bids for the **Supply and Delivery of Snacks**, with identification number **Goods 006-2023**.

The Procurement Project (referred to herein as “Project”) is composed of **177 Items**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **F.Y. 2023** in the amount of **P2,157,129.00**

2.2. The source of funding is:

*a.* General Fund

## 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. **The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) 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.**

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 **2<sup>nd</sup> Floor GSO Building, BAC Conference Room, Capitol Hills, Alimannao Peñablanca Cagayan /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 the last five 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.
- 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 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 **Section VII (Technical Specifications)**.

### **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:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 for 120 days reckoning from 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 four copies of the first and second components of its Bid. **One (1) copy marked “ORIGINAL” and 3 photocopies, properly tabbed/labeled.**

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,

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 maybe. 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:

**One Project having several 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**

## **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="margin-left: 40px;"><b>a. Supply and Delivery of Various Office, Janitorial and Computer Supplies</b></p> <p style="margin-left: 40px;">b. Completed within the last 5 years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Sub-contracting is not allowed.								
12	The price of the Goods shall be quoted DDP Provincial Government of Cagayan 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 two percent (2%) of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than five percent (5%) of the ABC if bid security is in Surety Bond.</p>								
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"><b>Various Office, Janitorial and Computer Supplies</b></td> <td style="text-align: center;"><b>1 lot (177 items)</b></td> <td style="text-align: center;"><b>P2,157,129.00</b></td> </tr> </tbody> </table>	No.	Particulars	Qty	ABC	1	<b>Various Office, Janitorial and Computer Supplies</b>	<b>1 lot (177 items)</b>	<b>P2,157,129.00</b>
No.	Particulars	Qty	ABC						
1	<b>Various Office, Janitorial and Computer Supplies</b>	<b>1 lot (177 items)</b>	<b>P2,157,129.00</b>						
20.2	No further instructions.								
21.2	<p><b>ADDITIONAL DOCUMENTS REQUIRED:</b></p> <ol style="list-style-type: none"> <li>1. Statement of Manpower Requirement</li> <li>2. Aftersales Service/Parts Warranty Statement in compliance with Section VII</li> <li>3. Un-amended Sales Literature/Brochures</li> </ol>								

# 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Tuguegarao City Cagayan. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Tuguegarao City Cagayan. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>



f. **ADDITIONAL INCIDENTAL SERVICES**

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

**Spare Parts –**

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

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

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period **three (3) times the warranty period**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 15 working days 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:

	<p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered 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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: <b>Inspection on the Quantity and Quality, Genuineness, and the Expiration of the item/s being required.</b>

## 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.

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Total</b>	<b>Delivered Weeks/Months</b>
<b>1</b>	<b>Various Office, Janitorial, and Computer Supplies</b>	<b>lot</b>	<b>1 (177 items)</b>	<b>P2,157,129.00</b>	<b>Fifteen (15) days</b>

## Section VII. Technical Specifications

Item No.	Technical Specifications	Quantity	Unit	Statement of Compliance
	<b>OFFICE SUPPLIES</b>			
1	Acetate, thickness: 0.075mm min (gauge#3)	3	roll	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 regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
2	Ballpen Blue good quality 50's	40	box	
3	Ballpen Green good quality 50's	15	box	
4	Battery AA 4 pcs/pack	300	pack	
5	Battery AAA 4 pcs/pack	200	pack	
6	Battery, Dry Cell, D, 1.5 volts Alkaline	20	pack	
7	Clip Backfold all metal clamping 19mm 12's/box	100	box	
8	Clip Backfold all metal clamping 25mm 12's/box	100	box	
9	Clip Backfold all metal clamping 32mm 12's/box	75	box	
10	Clip Backfold all metal clamping 50mm 12's/box	75	box	
11	Correction Tape	200	piece	
12	Correction Fluid	50	piece	
13	Cutter blade, for heavy duty cutter	30	tube	
14	Cutter Knife, heavy duty for general purpose	50	piece	
15	Data File Box, made of chipboard, w/ closed ends	80	piece	
16	Data Folder, made of chipboard, Taglia lock	80	piece	
17	Dating/Numbering and Stamping Machine, heavy duty	15	piece	
18	File Organizer, expanding, Plastic, 12 pockets	100	piece	
19	Glue big, 240 grms	70	jar	
20	Envelope, Mailing Legal, White, 500pcs/bx	80	box	
21	Envelope, Brown Short 500's	30	box	
22	Envelope, Brown Long 500's	30	box	
23	Envelope Expanding Kraftboard Legal size	60	box	
24	Envelope Expanding Plastic 0.50mm thickness	100	box	
25	Envelope Plastic w/ Elastic Band Closure	100	piece	
26	Eraser Rubber for pencil draft/writing	100	piece	
27	Fastener, Plastic 50's	100	box	
28	Fastener, Metal 70mm between prongs	150	box	
29	Folder Legal 100's 14 pts.	70	bundle	
30	Folder Short 100's 14 pts.	20	bundle	
31	Folder w/ Metal tab green	500	piece	
32	Index Card Legal Size	150	piece	
33	Index Card (ORF #17) 5"x8"	150	piece	
34	Magazine File Box Large size, made of Chipboard	100	piece	
35	Marker Flourescent (Highlighter) 3 colors/set	100	set	
36	Marker , Whiteboard, red	20	box	
37	Notebook Stenographer, Spiral, 40 leaves	100	piece	
38	Columnar Notebook, Valiant columnar book 14 columns 50 lvs.	15	book	
39	Columnar Notebook, Valiant columnar book 14 columns 50 lvs.	20	book	
40	Colored Paper, Trigem Short, 80 GSM, 250 sheets asstd. color	3	ream	
41	Parchment Paper 210x297mm multi purpose	10	pack	
42	Puncher, heavy duty with two hole guide	40	piece	

Item No.	Technical Specifications	Quantity	Unit	Statement of Compliance
43	Pushpin, Hammer Head Type, 100's	50	box	
44	Linen Board Paper A4 10's	30	pack	
45	Copy Paper 80 GSM, S-24, Short	500	ream	
46	Copy Paper, 80 GSM, S-24, A4	500	ream	
47	Ruler plastic 450mm (18")	12	piece	
48	Paper Clip big	100	box	
49	Paper Clip small	100	box	
50	Paper pad/ Yellow pad	75	pad	
51	Paper Multi-purpose board,short 180GSM 100's/ream	15	ream	
52	Pencil with eraser lead # 2, 12's	100	box	
53	Pencil Sharpener manual single cutter blade	50	piece	
54	Photo paper /pack, A4	50	pack	
55	Pushpins Hammer head type 100's/box	10	box	
56	Record Book 300 Pages	150	piece	
57	Record Book 500 Pages	150	piece	
58	Rubber Band, 70mm min lay flat (#18)	80	box	
59	Scissors, symmetrical blade length: 65mm min	50	pair	
60	Sign pen, Black Liquid Gel ink, 0.5mm needle tip	40	box	
61	Sign pen, Blue Liquid Gel ink, 0.5mm needle tip	30	box	
62	Sign pen, Red Liquid Gel ink, 0.5mm needle tip	20	box	
63	Sign pen, High Tech Point V10 Grip 12's black	30	box	
64	Staple wire, standard # 35	80	box	
65	Stapler w/ stapewire remover	60	piece	
66	Stamp Pad felt	100	piece	
67	Stamp Pad ink black/violet	50	bottle	
68	Sticky Note 3" x 4" 100's	100	pad	
69	Sticky Note 3" x 3" 100's	150	pad	
70	Tape Dispenser, Table Top, for 24mm width tape	50	piece	
71	Tape Masking 24mm	100	roll	
72	Tape Masking 48mm	100	roll	
73	Tape Packing 48mm	100	roll	
74	Tape Transparent 24mm	150	roll	
75	Tape Transparent 48mm	100	roll	
76	Calculator Compact 12 Digits	20	unit	
77	Typewriter Ribbon	15	spool	
78	Thermal Labels 2.0"(W)x1.0"(L)2,680pcs/roll 1"core	12	roll	
	<b>JANITORIAL SUPPLIES</b>			
79	Airfreshener Aerosol spray 280ml	100	tin	
80	Alcohol ethyl 3.7 - 4 liters 70% solution	50	gallon	
81	Alcohol ethyl 500ml 70% solution	150	bottle	
82	Bathroom Soap, Family Size anti bacterial	100	piece	
83	Broom Soft ( Tamboo ) Baguio Made	150	piece	
84	Ceiling broom long	30	piece	
85	Toilet Bowl Cleaner Classic Blue 900 ml ultra thick bleace	90	bottle	
86	Cleanser, Scouring Powder 500 mg mg	100	jar	
87	Detergent Bar long bar	120	bar	
88	Detergent Powder all purpose antibacterial 1000g	100	kilo	
89	Dishwashing Liquid, antibactgerial 250ml.	150	piece	
90	Dishwashing Paste 400 grams antibacterial	30	piece	
91	Dishwashing Sponge Heavy Duty	120	piece	
92	Scouring Pad, made of synthetic nylon 140x220mm	70	packs	
93	Disinfectant Spray Aerosol 400ml-550ml	50	piece	
94	Disinfectant Liquid Concentrate (dilute) 900-1000ml	70	bottle	
95	Doormat Cloth Cotton , Oval	230	piece	
96	Dust Pan, non-rigid, plastic w/ detachable handle	50	piece	
97	Fabric conditioner antibac 1000 ml	100	bottle	
98	Hardbroom	300	piece	
99	Hand wash scent liquid,antibacterial 225ml	40	bottle	
100	Muriatic Acid High Grade	100	liter	

Item No.	Technical Specifications	Quantity	Unit	Statement of Compliance
101	Plastic Twine 1 kilo per roll	100	roll	
102	Toilet Brush with wooden handle	70	piece	
103	Toilet rubber pump, durable	70	piece	
104	Toilet Deodorizer cake with handle 100g	150	piece	
105	Trash bag plastic XLarge (black / white)	800	roll	
106	Trash bag plastic XXLarge (black / white)	800	roll	
107	Insect Killer, 600 ml spray Multi-Insect killer	80	piece	
108	Mophandle, heavy duty, aluminum, screw type	50	piece	
109	Mophead, made of rayon	80	piece	
110	Pail 16 liters water drum	30	piece	
111	Rags, all cotton, 32 pcs per kilogram	100	bundle	
112	Interfolded paper towel, 190 pulls, 2 ply good quality	80	piece	
113	Toilet Tissue Paper 9's	130	packs	
114	Furniture Cleaner spray 330 ml aerosol type	50	bottle	
115	Multi-Purpose Bleach Solution Original 3785ml	60	gallon	
116	Multi-Purpose Bleach Solution Colorsafe 3785ml	60	gallon	
117	Spinning Mop Head refill cloth	60	piece	
118	Spinning Mop, large HD, 360 spin @ 960	25	piece	
	<b>COMPUTER SUPPLIES</b>			
119	CD-RW (700MB/80min) with Individual Casing	1,800	piece	
120	DVD-RW (700MB/80min) with Individual Casing	700	piece	
121	Computer Ink Brother BT 6000 , Black	3	bottle	
122	Computer Ink Brother BT 5000 , Cyan	2	bottle	
123	Computer Ink Brother BT 5000 , Magenta	2	bottle	
124	Computer Ink Brother BT 5000 , Yellow	2	bottle	
125	Computer Ink Brother BT 60 , Black	3	bottle	
126	Computer Ink Brother BT 500C , Cyan	3	bottle	
127	Computer Ink Brother BT 500C , Magenta	3	bottle	
128	Computer Ink Brother BT 500C , Yellow	3	bottle	
129	Computer Ink Brother LC 539XL , Black	3	bottle	
130	Computer Ink Brother LC 539XL , Cyan	3	bottle	
131	Computer Ink Brother LC 539XL , Magenta	3	bottle	
132	Computer Ink Brother LC 539XL , Black	3	bottle	
133	Computer Ink Brother DCP T710W Magenta	4	bottle	
134	Computer Ink Brother DCP T710W Yellow	4	bottle	
135	Ink Epson, T673 (6 in 1)	3	cart	
136	Ink Epson, T774 Black (pigment original)	5	cart	
137	Computer Ink Epson L3110 , Black 003	40	bottle	
138	Computer Ink Epson L3110 , Cyan 003	20	bottle	
139	Computer Ink Epson L3110 , Magenta 003	20	bottle	
140	Computer Ink Epson L3110 , Yellow 003	20	bottle	
141	Computer Ink Epson L360, Black 6641	20	bottle	
142	Computer Ink Epson L360, Cyan 6642	15	bottle	
143	Computer Ink Epson L360, Magenta 6643	15	bottle	
144	Computer Ink Epson L360, Yellow 6644	10	bottle	
145	Computer Ink Epson 001 black	30	bottle	
146	Computer Ink Epson 001 Cyan	20	bottle	
147	Computer Ink Epson 001 Magenta	20	bottle	
148	Computer Ink Epson 001 Yellow	10	bottle	
149	Printer Ribbon Epson FX2175	3	piece	
150	Printer Ribbon Epson LQ2190	5	piece	
151	Flashdrive USB 32GB	10	piece	
152	Flashdrive USB 16GB	10	piece	
153	Computer Keyboard	8	piece	
154	Computer Mouse Optical USB type	8	piece	
155	Computer Mouse wireless USB	8	piece	

Item No.	Technical Specifications	Quantity	Unit	Statement of Compliance
156	HP 680 black	10	piece	
157	HP 680 colored	10	piece	
158	HP 678 black	20	piece	
159	HP 678 colored	20	piece	
160	Universal Ink black liter	8	liter	
161	Universal Ink magenta	5	liter	
162	Universal Ink cyan	5	liter	
163	Universal Ink yellow	5	liter	
164	Ink Canon PIXMA IP2770, 811 colored	10	cart	
165	Ink Canon PIXMA IP2770, 810 Black	10	cart	
166	Ink Canon GI-790, Black	8	cart	
167	Ink Canon GI-790, Cyan	3	cart	
168	Ink Canon GI-790, Magenta	3	cart	
169	Ink Canon GI-790, Yellow	3	cart	
170	Riso Ink F11type UA black	1	piece	
171	3HP Laserjet PRO M102A (black)	1	piece	
172	HP 682 black	20	piece	
173	HP 682 tricolor	20	piece	
174	HP GT53XL black refill	20	bottle	
175	HP GT52 Cyan refill	20	bottle	
176	HP GT52 Magenta refill	20	bottle	
177	HP GT52 Yellow refill	20	bottle	

# 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); **and**
- (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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications,  
(j) Production/delivery schedule  
(k) Manpower requirements  
(l) After-sales/parts warranty  
(m) Unamended Sales Literature
- (n) 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

- (o) 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**



- (p) 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***

- (q) 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.

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

