

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)



**Public Bidding of 2 Lots for the Supply and Delivery of Office Supplies, Computer Inks and Cartridges and Janitorial Supplies of Various Offices in the Roxas City Government under ITB No. RC-2022-052**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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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  
**CITY OF ROXAS**  
City Hall, Roxas City 5800  
(036) 620-5220

**BIDS AND AWARDS COMMITTEE OFFICE**

**INVITATION TO BID FOR**

**Public Bidding of 2 Lots for the Supply and Delivery of Office Supplies, Computer Inks and Cartridges and Janitorial Supplies of Various Offices in the Roxas City Government under ITB No. RC-2022-052**

1. The Roxas City Government, through the GOP-2022 intends to apply the sum of **Four Hundred Ninety-two Thousand Four Hundred Two Pesos and 65/100 (P492,402.65)** being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

<b>Lot No.</b>	<b>Description</b>	<b>ABC</b>
1	Supply and Delivery of Office Supplies and Computer Inks and Cartridges of Various Offices in the Roxas City Government	₱389,386.94
2	Supply and Delivery of Janitorial Supplies of Various Offices in the Roxas City Government	₱103,015.71
<b>TOTAL</b>		<b>₱492,402.65</b>

2. The **Roxas City Government** now invites bids for the above Procurement Project. Delivery of the Goods is required within **30 Calendar Days**. 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 **Roxas City Government** and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 26, 2022 to September 14, 2022** from the given address and website of Philippine Government Electronic Procurement System (PhilGEPS) and the Roxas City Government Website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of

**Php 500.00** for Lot 1 and **Php 500.00** for Lot 2. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.

6. The *Roxas City Government* will hold a Pre-Bid Conference on **September 2, 2022 - 10:00 a.m.** at **Conference Room, 2<sup>nd</sup> Floor, Roxas City Hall** 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 **September 14, 2022 – 10:00 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 **September 14, 2022 – 10:00 A.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Roxas City Government** 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:  
  
*MEGAN G. BARRIENTOS*  
*Head, BAC Secretariat*  
*Roxas City Hall, Arzobispo Street, Roxas City, Capiz 5800*  
**bacroxascity19@gmail.com**  
*(036) 620-5220*  
*roxascity.gov.ph*
12. You may visit the following websites:  
For downloading of Bidding Documents: *philgeps.gov.ph*

**August 26, 2022**

**LORIE BELLE O. USISON**  
*BAC Chairperson*



## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Roxas City Government wishes to receive Bids for the Public Bidding of 2 Lots for the Supply and Delivery of Office Supplies, Computer Inks and Cartridges and Janitorial Supplies of Various Offices in the Roxas City Government under ITB No. RC-2022-052

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **Four Hundred Ninety-two Thousand Four Hundred Two Pesos and 65/100 (₱492,402.65)**.

2.2. The source of funding is:

a. LGUs, the Annual or Supplemental 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 limited to those allowed under the rules may participate in this Project.

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

- a. For the procurement of Expendable Supplies: 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 and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

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

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

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

## 11. Documents comprising the Bid: Financial Component

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

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies 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 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 One (1) Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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**

- 20.2. 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"> <li>a. Office Supplies</li> <li>b. Computer Inks &amp; Cartridges</li> <li>c. Janitorial Supplies</li> <li>d. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>														
12	The price of the Goods shall be quoted DDP <b>Roxas City Government</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.														
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"> <li>a. The amount of not less than <b>two percent (2%) per lot</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>five percent (5%) per lot</b>, if bid security is in Surety Bond.</li> </ul>														
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Supply and Delivery of Office Supplies and Computer Inks and Cartridges of Various Offices in the Roxas City Government</td> <td style="text-align: right;">₱389,386.94</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supply and Delivery of Janitorial Supplies of Various Offices in the Roxas City Government</td> <td style="text-align: right;">₱103,015.71</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: right;"><b>₱492,402.65</b></td> </tr> </tbody> </table>			Lot No.	Description	ABC	1	Supply and Delivery of Office Supplies and Computer Inks and Cartridges of Various Offices in the Roxas City Government	₱389,386.94	2	Supply and Delivery of Janitorial Supplies of Various Offices in the Roxas City Government	₱103,015.71	<b>TOTAL</b>		<b>₱492,402.65</b>
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<b>TOTAL</b>		<b>₱492,402.65</b>													
	<i>None</i>														
21.2	<i>None</i>														



***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***

## 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>The delivery terms applicable to this Contract are delivered <i>in the Roxas City Government</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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 a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>c. 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> <li>d. 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>
	<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><b>Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies manufactured or distributed by the Supplier:</p>
	<ol style="list-style-type: none"> <li>a. such Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies 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</li> </ol>

	<p>b. in the event of termination of production of the Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies:</p>
	<p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p>
	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies, if requested.</p> <p>The Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies or components for the Goods for a period of 30 Calendar Days.</p> <p>Office Supplies, Computer Inks &amp; Cartridges and Janitorial Supplies or components shall be supplied as promptly as possible, but in any case, within 30 Calendar Days of placing the order.</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination</p>
	<p>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	<i>Partial Payment is not allowed</i>
4	The inspections and tests that will be conducted are: <i>inspection of items</i>

## **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.

### **Public Bidding of 2 Lots for the Supply and Delivery of Office Supplies, Computer Inks and Cartridges and Janitorial Supplies of Various Offices in the Roxas City Government under ITB No. RC-2022-052**

Lot No.	Description	Quantity	Delivered, Weeks/Months
1	Supply and Delivery of Office Supplies and Computer Inks and Cartridges of Various Offices in the Roxas City Government	115	30 Calendar Days
2	Supply and Delivery of Janitorial Supplies of Various Offices in the Roxas City Government	46	30 Calendar Days

Name of Bidder \_\_\_\_\_.

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

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

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



## ***Section VII. Technical Specifications***

## Technical Specifications

### Public Bidding of 2 Lots for the Supply and Delivery of Office Supplies, Computer Inks and Cartridges and Janitorial Supplies of Various Offices in the Roxas City Government under ITB No. RC-2022-052

#### Lot 1 - Supply and Delivery of Office Supplies and Computer Inks and Cartridges of Various Offices in the Roxas City Government

Item No.	General Description	QTY	UOM	Statement of Compliance "Comply" or "Not Comply"
<b>OFFICE SUPPLIES</b>				
1	Ballpen (black) with push button	83	pc	
2	Ballpen with removable cap (Black) 0.5mm	291	pc	
3	Ballpen with removable cap (blue) 0.5 mm	40	pc	
4	Ballpen with removable cap (red) 0.5 mm	55	pc	
5	Ballpen with removable cap (Black) 0.7mm	25	pc	
6	Ballpen with removable cap (blue) 0.7 mm	10	pc	
7	Ballpen with removable cap (red) 0.7 mm	10	pc	
8	Ballpen, super smooth ink, triangular shaped barrel, 0.5 mm, black	25	pc	
9	Battery, dry cell, AA 4's/pack, ANSI-15A, IEC-LR6 Nominal Voltage: 1.5 volts	2	Pack	
10	Battery, dry cell, AA 4's/pack, ANSI-15D, IEC-R6, Battery Voltage: 1.5 Volts	1	Pack	
11	Battery, dry cell, AAA 4's/pack - ANSI-24D, IEC-R03, Battery Voltage: 1.5 Volts, Nominal Voltage: 1.5 volts	1	Pack	
12	Battery, dry cell, D, Black - ANSI-13D, IEC-R20, Battery Voltage: 1.5 Volts	2	pc	
13	Bond paper A4 (sub 20) size 500 sheets	5	ream	
14	Bond paper long sub 20 (8.5" by 13") 500 sheets	202	ream	
15	Bond paper short sub 20 (8.5" by 11") 500 sheets	155	ream	
16	Brown Envelope Long	115	pc	
17	Brown Envelope Short	63	pc	
18	Carbon paper, 100 sheets per box long black (film)	2	box	
19	Cartolina (assorted colors)	25	pc	
20	CD Case (Square, plastic)	40	pc	
21	CD-R (at least 700mb)	20	pc	
22	Clear book - short (8.5" x 11", refillable 20 sheets - Green)	5	pc	

23	Clear book - short (8.5" x 11", refillable 20 sheets - Orange)	5	pc	
24	Clip Board long with cover	1	pc	
25	Clip, Backfold, 32mm x 14mm 1 1/2" 12's/box	1	box	
26	Columnar Notebook (12 columns)	2	pc	
27	Computer keyboard	1	pc	
28	Computer Mouse (OPTICAL mouse wire)	1	pc	
29	Computer Mouse pad	1	pc	
30	Computer Mouse Wireless/Bluetooth Optical USB - 3 Button, any Color 2.4 Ghz	1	pc	
31	Correction pen	16	pc	
32	Correction tape, 5mm x 10m	90	pc	
33	Crayons (16 colors per box)	2	box	
34	Dater Stamp	3	pc	
35	DTR Form (500 pcs pad) with "overtime and undertime" column	2	pad	
36	DVD-R Disk	18	pc	
37	Envelope, mailing, 500 pieces long	1	box	
38	Envelope, mailing, 500 pieces short	2	box	
39	Fastener, plastic, 70mm between prongs, 50 sets per box	15	box	
40	Filing tray, Metal, 3 layers	1	pc	
41	Flash Drive, 32 GB USB 3.0	1	pc	
42	Flash Drive, 16 GB USB 3.0	8	pc	
43	Flash Drive, 8 GB USB 3.0	10	pc	
44	Folder Expanded legal (Green)	8	pc	
45	Folder Expanded legal (Blue)	8	pc	
46	Folder Expanded legal (Yellow)	5	pc	
47	Folder long White	208	pcs	
48	Folder short white	90	pcs	
49	Glue, all-purpose 40ml	14	pc	
50	Glue, all-purpose 130ml	14	pc	
51	Highlighter Yellow Green	1	pc	
52	Permanent Marker fine (black)	38	pc	
53	Permanent Marker fine (red)	5	pc	
54	Permanent Marker broad (black)	3	pc	
55	Permanent Marker broad (blue)	1	pc	
56	White board Marker fine (black)	20	pc	
57	White board Marker fine (blue)	4	pc	
58	White board Marker fine (red)	5	pc	
59	White board Marker broad (black)	3	pc	
60	Masking tape 1" x 25 yd	32	pc	
61	Masking tape 2" x 25 yd	19	pc	
62	Notebook w/ spring 80 leaves	15	pc	
63	Packing tape 2" Clear x 100m	13	pc	
64	Packing tape 2" Tan x 100m	7	roll	
65	Paper clip Big Multi-color coated 50mm	14	box	

66	Paper clip Small Multi-color coated 33mm	8	box	
67	Paper fastener (steel) 50 sets/box	6	box	
68	Pencil #1 lead w/ eraser 12's/box	1	box	
69	Photo Paper glossy A4/20's	13	pack	
70	Plastic Envelope, Ordinary, Long size	47	pc	
71	Plastic Envelope, Ordinary, Long size with holder	23	pc	
72	Plastic Storage Box (95L)	1	pc	
73	Puncher, paper, heavy duty, with two hole guide, 1 piece in individual box	1	pc	
74	Push Pins colored 50 pc./box	5	box	
75	Record Book, 150 pages, size: 214mm x 278mm min	3	pc	
76	Record Book, 200 pages, size: 214mm x 278mm min	2	pcs	
77	Record Book, 300 pages, size: 214mm x 278mm min	2	pc	
78	Record Book, 500 pages, size: 214mm x 278mm min	5	pc	
79	Rubber Band 70mm min lay flat length 350 grams min., thickness 1.00mm (min)	1	box	
80	Ruler, Plastic, 1 piece in individual plastic	10	pc	
81	Scissor, Symmetrical, Standard, 1 piece in individual plastic	3	pc	
82	Scissors Big, 1 piece in individual plastic	7	pc	
83	Sign Pen Black ink 0.5mm needle tip	17	pc	
84	Sign Pen Blue ink 0.5mm needle tip	5	pc	
85	Sign Pen Red ink 0.5mm needle tip	5	pc	
86	Sign Pen Black ink 1.0 mm needle tip	26	pc	
87	Special paper long 8"x13" (color cream)	10	ream	
88	Stamp Pad ink, Black, 30ml	12	bot	
89	Stamp Pad, Felt, 5x7 inch	1	pc	
90	Stamp Pad, Felt, bed dimension: No. 2	2	pc	
91	Staple wire # 10 Standard 5000's/box	5	box	
92	Staple wire # 35 Standard 5000's/box	48	box	
93	Staple wire remover, plier type, metal	2	pc	
94	Stapler #35 Standard Type, 1 piece in individual box	4	pc	
95	Stapler #35 w/ built in remover	2	pc	
96	Sticker Paper White (matte) A4 size 10's/pack	7	pack	
97	Sticky notes asstd color 15mmx55mm (page markers)	4	pad	
98	Sticky notes 2" x 3" 100 sheets (pastel)	5	pads	
99	Sticky notes 4" x 4" 100 sheets (pastel)	4	pads	
100	Sticky notes asstd (page markers)	9	pads	
101	Tape, Transparent 1"x50yd	37	pc	
102	Tape, Transparent 2"x100m	8	pc	
103	Typewriter Ribbon (Nylon)	2	pc	
104	Mouse Paper	4	pack	

105	Permanent Pen Ink Black 30ml	1	bottle	
106	Paper Clamps 2"	2	box	
107	Original Printer Ink refill in 70ml plastic bottle compatible for Epson Printer, BLACK	61	bottle	
108	Original Printer Ink refill in 70ml plastic bottle compatible for Epson Printer, CYAN	53	bottle	
109	Original Printer Ink refill in 70ml plastic bottle compatible for Epson Printer, MAGENTA	53	bottle	
110	Original Printer Ink refill in 70ml plastic bottle compatible for Epson Printer, YELLOW	53	bottle	
111	Printer Ribbon Cartridge for Epson LQ310	1	pc	
112	Printer Epson L3110 Ink Refill BLACK 003	15	pc	
113	Printer Epson L3110 Ink Refill CYAN 003	7	pc	
114	Printer Epson L3110 Ink Refill YELLOW 003	7	pc	
115	Printer Epson L3110 Ink Refill MAGENTA 003	7	pc	

Name of Bidder \_\_\_\_\_.

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

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

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

**Lot 2 - Supply and Delivery of Janitorial Supplies of Various Offices in the Roxas City Government**

<b>Item No.</b>	<b>General Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Statement of Compliance "Comply" or "Not Comply"</b>
1	Air Freshener (320ml Lemon)	11	bottle	
2	Disinfectant spray 340 gm	20	bot	
3	Alcohol, ethyl 70% 70ml	20	bot	
4	Alcohol, ethyl 70% 350ml	10	bot	
5	Alcohol, ethyl 70% 500ml	24	bot	
6	Alcohol, ethyl 70% 1L	10	bot	
7	Bathroom deodorizer, solid air freshener 8 ounce/100g	3	pc	
8	Broom, Soft (Tambo), Weight: 200g minimum Tiger Grass	6	pc	
9	Broom, Stick (Tingting) Minimum Of 300 Pcs	3	pc	
10	Brush with long wood handle (plastic brush w/ wooden handle)	1	pc	
11	Detergent Powder 65gm/sachet with fabric conditioner	298	pack	
12	Detergent soap bar (4 slices/bar)	1	pc	
13	Dishwashing Liquid 250ml/bottle	22	bottle	
14	Disinfectant, bleaching solution (1000ml multipurpose - Color safe, blossom fresh violet bottle)	10	bottle	
15	Disinfectant, bleaching solution (3,785 ml/1gallon, for white fabric)	4	bottle	
16	Door mat, braided	6	pc	
17	Dust Pan w/ long handle, non-rigid plastic (large)	5	pc	
18	Fabric softener 27ml/sachet anti-bac	110	pack	
19	Feather duster	2	pc	
20	Garbage Bag 11"x11"x24" 20's/roll Black	2	pack	
21	Garbage Bag Large 20's/roll	14	pack	
22	Garbage bag XXL 20's/pack, green	5	pack	
23	Garbage Bag 22x24 10's/roll BLACK - Medium	2	pack	
24	Glass cleaner, spray 500ml	1	bottle	
25	Hand soap liquid disinfectant (225ml)	8	bottle	
26	Hand soap, bar 90gm/bar individual wrap, pure white bar soap	100	pc	
27	Hand towel (rectangular size) 14"x5" min.	5	pc	
28	Hydrochloric Acid 1000ml white plastic container, 14%-16% hydrochloric acid content Muriatic 1 liter	2	bottle	
29	Laundry Gloves rubber, pair, large size	2	pc	
30	Mop head, cloth (thick)	2	pc	
31	Mop with mop Head	2	pc	
32	Multi-Insect spray/killer, water based odor-less, 500ml min.	7	bottle	

33	Plastic bag 3"x 5" x 100's	3	Pack	
34	Plastic Bag transparent 16" x 32"	2	pack	
35	Powder Cleanser 350gm	3	pc	
36	Sando Bag XL x 100's white	1	Pack	
37	Toilet bowl cleaner, 500ml plastic bottle with an active green formula	6	bottle	
38	Toilet deodorizer big (100gm)	1	pc	
39	Toilet pump, rubber pump, wooden handle	2	pc	
40	Toilet Tissue Paper 2-plys sheets,	35	pc	
41	Water Pail, plastic (15 liters min.)	1	pc	
42	Garbage Bag Small 20's/roll	2	roll	
43	Toothbrush	50	pc	
44	Toothpaste Twin Pack 6pc	70	pc	
45	Hair Shampoo 12's	100	dozen	
46	LED bulb 9 watts daylight/white	5	pc	

Name of Bidder \_\_\_\_\_.

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

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

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

## ***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

- (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, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**

- (l) 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**

- (m) 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)

- (n) *[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.
- (o) 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).

