

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 3 s. 2024

05 February 2024


Project: “Toner Cartridges for Various AFAB Offices (With Free Use of Multifunction Printer and Copiers)”

TO ALL PROSPECTIVE BIDDERS:

Item No.	Clarifications	Response
1	Contract duration of the project	From: 1 year To: 1 year or until 31 December 2024, whichever comes first <i>Refer to the attached revised Special Conditions of Contract and Schedule of Requirements.</i>
2	The second column in Annex A is the “Estimated Quantity of Cartridge.” Relative to this, does this mean that the quantity of cartridge may decrease depending on the price that the bidders offer?	No. The number of cartridges and printers are fixed for the purpose of the computation of the bid amount. However, during contract implementation, the quantities of <i>inks and toners</i> may change depending on the actual consumption/orders within the awarded contract amount. <i>For printers:</i> The quantities indicated in Annex A is fixed
3	Can bidders offer a printer with tray capacity of 250 sheets, but meets the cartridge page yield requirement?	Yes, a printer with 250 sheets tray capacity is acceptable as long as it complies with the minimum required specifications for the major components of the printer.

All terms, conditions and instructions to bidders specified in the Bidding Documents inconsistent with this Bid Bulletin are hereby superseded and modified accordingly.

For the guidance and information of all concerned.



PERCIVAL B. PERALTA
BAC-Chairperson

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered in the Freeport Area of Bataan. 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 in the Freeport Area of Bataan. 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>to be determined during the Kick-off meeting</i>.</p> <p>The costs for the delivery of the ICT hardware and equipment shall be shouldered by the SUPPLIER.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; b. 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 c. <i>Other requirements as indicated in the attached Technical Specification as posted and part of the bidding documents for this project.</i> <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>

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

The spare parts 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 of ***three times the warranty period***.

Spare parts or components shall be supplied as promptly as possible.

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>The SUPPLIER must ensure that all equipment is delivered in good packaging using suitable box to ensure its safe arrival.</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>Transportation –</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Labor and Materials –</p> <p>The SUPPLIER shall furnish all materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the Project, all in strict compliance with the terms and conditions of the Contract Agreement, as well as all the applicable terms and conditions of the contract documents which form parts of the contract.</p> <p>No Employer – Employee Relationship –</p> <p>The SUPPLIER is the sole employer of all the workers assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the AFAB and the SUPPLIER or any of the workers in the SUPPLIER’s employ. Neither is there deemed any agency, partnership, license or joint venture. The SUPPLIER holds the AFAB absolutely free and clear by any of the said workers, for any reason whatsoever.</p> <p>The terms and conditions herein set forth shall be automatically modified by the</p>

	applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
	<p>DURATION OF THE CONTRACT–</p> <p>The duration of the contract is 1 year or until 31 December 2024, whichever comes first.</p>
	The SUPPLIER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed , and must comply with its obligations under this Agreement for one (1) year or until 31 December 2024 , unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Agreement, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).
2.1	<p>Within fifteen (15) days from the effectivity of the Contract Agreement upon the written request of the SUPPLIER and after approval by the AFAB, the AFAB shall advance the amount equivalent to fifteen percent (15%) of the total contract price, to cover the SUPPLIER’s mobilization expenses. This advance payment shall be made only upon the submission to and acceptance by the AFAB of an irrevocable letter of credit or a bank guarantee of equivalent value issued by a Universal or Commercial Bank, pursuant to Annex “D” of the revised 2016 IRR of RA No. 9184.</p> <p>The advance payment shall be repaid by the SUPPLIER by an amount equal to the percentage of the total contract price used for the advance payment.</p>
2.2	<p>Payment for the Project shall be made upon the actual and satisfactory provision of high quality items by the SUPPLIER, as evidenced by a Certificate of Acceptance to be issued by the AFAB. Nothing herein contained shall be construed as a waiver of the right of the AFAB, which is hereby reserved; to reject the whole or any portion of the work should the same be found to have been constructed in violation of the Technical Specification or any conditions or covenants under the Contract Agreement.</p> <p>No certificate given or payment made, except the Certificate of Acceptance or final payment, shall be conclusive evidence of the performance by the SUPPLIER of its covenants and obligations under the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.</p> <p>The SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle the AFAB to suspend payment of the services rendered by the SUPPLIER.</p> <p>“The terms of payment shall be as based on Annex D of the RIRR of RA 9184.”</p>
3	Prior to the signing of the Agreement, the SUPPLIER shall furnish the AFAB a performance security in the form of cash, bank guarantee or irrevocable letter of credit, or surety bond, or any combination of the foregoing, as prescribed in

	<p>Section 39 of the 2016 RIRR of RA 9184, as a guarantee for the faithful performance of the contract work and to cover payments and obligations arising from the Project, subject to Section 32.2 of the Instruction to Bidders as well as existing laws and prevailing rules and regulations. Such performance security shall remain and continue to be full in force and effect until final completion of the Project.</p> <p>It is understood by the AFAB and SUPPLIER that the former may increase the required amount of the performance security, or require the SUPPLIER to furnish a replacement security, if circumstances so warrant to protect the interest of the AFAB.</p> <p>Any changes in the Contract Agreement (whether such changes increase or decrease the amount thereof) or any change in time or payment to the SUPPLIER or any changes, extensions, alterations, modifications or innovations mutually agreed upon in writing, shall in no way annul, release or effect the liability of the SUPPLIER and the surety or sureties on the bonds given by the SUPPLIER.</p> <p>Any alteration, modification or changes in the Contract Agreement, or any of the documents attached and made integral part thereto, does not need the approval of the surety to bind the surety or the company issuing the surety and/or performance bond.</p>
4	<p>The delivered goods shall be subjected to prior inspection by the AFAB Inspection Team to ensure that the goods met the specifications provided under the terms and conditions of the Technical Specification.</p>
5	<p>The SUPPLIER shall warrant his goods from manufacturing defects, and guarantee on all hardware products including parts and labor onsite for the whole duration of the contract reckoned from the date the items are accepted by the AFAB.</p> <p>Defects found within the guarantee period shall be immediately corrected onsite by the SUPPLIER upon receipt of written notice from the AFAB. Should the SUPPLIER fail to correct said defects after a period of 16 working hours upon receipt of written notice from the AFAB, the AFAB shall undertake the necessary corrective measures at the expense of the SUPPLIER.</p> <p>Warranties shall likewise include services provided as part of the project and the services in relation to the warranties included in the Contract Agreement during the Defect and Liabilities Period (DLP).</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price, as the case may be. The said amounts shall only be released after the lapse of the warranty period; <i>Provided, however</i>, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the Contract</p>

	Agreement have been fully met.
6	<p>Should the SUPPLIER fail to satisfactorily render the services provided under the Contract Agreement within the specified period, inclusive of duly granted extensions, if any, the SUPPLIER shall pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Project for each calendar day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing rules and prevailing rules and regulations; Provided, that the payment of liquidated damages shall not in any manner relieve the SUPPLIER from its obligations and responsibilities under the Contract Agreement; Provided, further, that should the amount of liquidated damages reach ten percent (10%) of the total contract price, the AFAB shall, at its own discretion, terminate the Agreement and impose appropriate sanctions over and above the liquidated damages to be paid, and without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the SUPPLIER;</p> <p>The AFAB has the right to terminate the Contract Agreement in case of any act or omission by the SUPPLIER that constitute a material breach of the Agreement including the Project and other contract documents, or unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).</p>

Section VI. Schedule of Requirements

(Delivery Schedule)

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months (date of Delivery to AFAB)
1	Toner Cartridges for Various AFAB Offices (With Free Use of Multifunction Printer and Copiers)	1	1,697,700.00	1 year or until 31 December 2024, whichever comes first.