

PB 2021-02



Republic of the Philippines  
**OFFICE OF THE OMBUDSMAN**  
 Agham Road, Diliman, Quezon City, 1104

### SUPPLEMENTAL/ BID BULLETIN NO. 1

**RE: "PUBLIC BIDDING OF QUARTERLY GENERAL OFFICE SUPPLIES FOR  
 CY 2021 REQUIREMENT OF THE OFFICE OF THE OMBUDSMAN"**

**March 08, 2021**

### AMENDMENTS TO THE BIDDING DOCUMENTS

As discussed during the Pre-Bid Conference held on 04 March 2021, the Bids and Awards Committee hereby issues the following amendments:

1. All prospective bidders are hereby informed of the amendments/additions in the Bidding Documents particularly in Section VII-Ombudsman Technical Specifications, and Section VIII- Bidding Forms such as Ombudsman Bid Form No. 1A (Technical Proposal), Ombudsman Bid Form No. 1D (Technical Proposal), Ombudsman Bid Form 2A (Financial Proposal), Ombudsman Bid Form 2D (Financial Proposal) and Section V. Special Conditions of Contract which may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and Ombudsman Website, as follows:


Particulars	ORIGINAL SPECIFICATION	BE AMENDED/ MODIFIED TO:
Section VII -Ombudsman Technical Specifications, pages 29- 30; Section VIII- Ombudsman Bid Form No. 1A (Technical Proposal), page 35 Ombudsman Bid Form No. 1D (Technical Proposal), page 41 Ombudsman Bid Form No. 2A (Financial Proposal), page 45 Ombudsman Bid Form No. 2D (Financial Proposal), page 52	<p>LOT 1 Item No. 27 - Tape, Masking, size: 2" x 50" yards minimum</p> <p>LOT 4 Item No. 5 – Toner cartridge, CF400A, cyan Item No. 6 – Toner cartridge, CF400A, yellow Item No. 7 – Toner cartridge, CF400A, magenta</p>	<p>LOT 1 Item No. 27 - <b>Tape, Packaging</b>, size: 2" x 50" yards minimum</p> <p>LOT 4 Item No. 5 – Toner cartridge, <b>CF401A</b>, cyan Item No. 6 – Toner cartridge, <b>CF402A</b>, yellow Item No. 7 – Toner cartridge, <b>CF403A</b>, magenta</p>
Section V. Special Conditions of Contract (GCC Clause 1), page 23 Delivery period	<p>LOT 1 Within 15 calendar days from receipt of Notice to Proceed</p> <p>LOT 2 Within 30 calendar days from receipt of Notice to Proceed</p>	<p>LOT 1 Within <b>45 calendar days</b> from receipt of Notice to Proceed</p> <p>LOT 2 Within <b>45 calendar days</b> from receipt of Notice to Proceed</p>

	<p style="text-align: center;">LOT 4</p> <p style="text-align: center;">Within 15 calendar days from receipt of Notice to Proceed</p>	<p style="text-align: center;">LOT 4</p> <p style="text-align: center;">Within <b>45 calendar days</b> from receipt of Notice to Proceed</p>
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2. Bidders who will purchased the bidding documents are reminded to use the Amended Ombudsman Bid Form No. 1A (Technical Proposals) for Lot 1, Amended Ombudsman Bid Form No. 1D (Technical Proposals) for Lot 4, Amended Ombudsman Bid Form No. 2A (Financial Proposals) for Lot 1 and Amended Ombudsman Bid Form No. 2A (Financial Proposals) for Lot 4, which are attached in Supplemental/Bid Bulletin No. 1 dated 08 March 2021.

For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat at Tel. No. 479-7300 local 2206.

Please be guided accordingly.

  
**ADORACION A. AGBADA**  
 Acting Assistant Ombudsman, OMB-Luzon  
 Chairperson, Bids and Awards Committee

**AMENDED OMBUDSMAN BID FORM No. 1A – TECHNICAL SPECIFICATION  
WITH BIDDER'S STATEMENT OF COMPLIANCE**

**HON. ADORACION A. AGBADA**

Chairman, Bids and Awards Committee  
Office of the Ombudsman  
Agham Road, North Triangle  
Diliman, Quezon City

M a d a m :

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: Check the "Comply" box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked "Comply" boxes would be automatically rated as "FAILED.")

Item No.	Quantity	Unit	Ombudsman Technical Specifications	Bidder's Statement of Compliance
1	1500	pcs	Ballpen, black, original, fine point, durable, ribbed finger grip	<input type="checkbox"/> Comply
2	1500	pcs	Ballpen, blue, original, fine point, durable, ribbed finger grip	<input type="checkbox"/> Comply
3	300	packs	Battery, size AA, alkaline, 2pcs/pack*	<input type="checkbox"/> Comply
4	300	packs	Battery, size AAA, alkaline, 2pcs/pack*	<input type="checkbox"/> Comply
5	150	pcs	Battery, 9 volts*	<input type="checkbox"/> Comply
			Note: * Should at least have two (2) years expiration date	<input type="checkbox"/> Comply
6	300	boxes	Paper Clip, jumbo, 50mm, vinyl coated, 120gms	<input type="checkbox"/> Comply
7	300	boxes	Paper Clip, small, 33mm, vinyl coated, 50gms	<input type="checkbox"/> Comply
8	50	boxes	Clip, Binder/Backfold 1 1/4", 12pcs/box	<input type="checkbox"/> Comply
9	50	boxes	Clip, Binder/Backfold 1", 12pcs/box	<input type="checkbox"/> Comply
10	600	pcs	Correction tape, 5mm x 10m	<input type="checkbox"/> Comply
11	30	boxes	Envelope, Documentary, 10"x15", legal, 500/box	<input type="checkbox"/> Comply
12	15	boxes	Envelope, Expanding, 10" x 15", legal, with elastic strap, 100/box	<input type="checkbox"/> Comply

13	150	boxes	Envelope, Mailing, bond 70 gsm, size: 105mm x 241mm, 500/box	<input type="checkbox"/> Comply
14	300	boxes	Fastener, metal, non-sharp edge, holds document 2" thick, hole to hole: 7cm, 50 sets/box	<input type="checkbox"/> Comply
15	150	reams	Folder, legal, tagboard, white, 100pcs/ream, 14 pts	<input type="checkbox"/> Comply
16	300	pcs	Marker, Permanent, bullet type, black	<input type="checkbox"/> Comply
17	300	pcs	Marker, Permanent, bullet type, blue	<input type="checkbox"/> Comply
18	300	packs	Note pad, size: 1" x 3", stick-on, color: assorted, three (3) pads/packs	<input type="checkbox"/> Comply
19	1500	pcs	Pencil, with eraser, No. 2, original	<input type="checkbox"/> Comply
20	300	pcs	Record book, size: 8.5: x 11", binding: laminated chipboard with "Official Record Book" front title, material: white bond, 55 gsm, pre-numbered – 500 pages	<input type="checkbox"/> Comply
21	300	pcs	Record book, size: 8.5: x 11", binding: laminated chipboard with "Official Record Book" front title, material: white bond, 55 gsm, pre-numbered – 300 pages	<input type="checkbox"/> Comply
22	150	kilos	Rags, all-cotton, approximate diameter: 7"	<input type="checkbox"/> Comply
23	1500	pcs	Signpen, black, original, 1mm, liquid type ink, rollerball needle tip	<input type="checkbox"/> Comply
24	1500	pcs	Signpen, blue, original, 1mm, liquid type ink, rollerball needle tip	<input type="checkbox"/> Comply
25	300	boxes	Staple Wire, #35, size: 26/6, 5000pcs/box	<input type="checkbox"/> Comply
26	450	rolls	Tape, Masking, size: 1" x 50 yards minimum	<input type="checkbox"/> Comply
27	450	rolls	<b><u>Tape, Packaging, size: 2" x 50" yards minimum</u></b>	<input type="checkbox"/> Comply
28	450	rolls	Tape, Stationery, transparent, size: 1" x 50 yards minimum	<input type="checkbox"/> Comply
29	150	pcs	Balikbayan box, heavy duty, size: 20" W x 20" L x 20" H	<input type="checkbox"/> Comply

Very truly yours,

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number/s

\_\_\_\_\_  
Date

**IMPORTANT NOTE:**

***\*Statement of Compliance***

*[Bidders must state above 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.]*

**AMENDED OMBUDSMAN BID FORM No. 1D – TECHNICAL SPECIFICATION WITH BIDDER'S STATEMENT OF COMPLIANCE**

**HON. ADORACION A. AGBADA**

Chairman, Bids and Awards Committee  
Office of the Ombudsman  
Agham Road, North Triangle  
Diliman, Quezon City

M a d a m :

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: Check the "Comply" box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked "Comply" boxes would be automatically rated as "FAILED.")

Item No.	Quantity	Unit	Ombudsman Technical Specifications	Bidder's Statement of Compliance
<i>HP P3015 Printer</i>				
1	15	pcs	Toner, cartridge, HP CE255A	<input type="checkbox"/> Comply
<i>HP 1560, 1566 Printer</i>				
2	75	pcs	Toner cartridge, HP CE278A	<input type="checkbox"/> Comply
<i>HP P1102 Printer</i>				
3	75	pcs	Toner, HP CE285A	<input type="checkbox"/> Comply
<i>HP M252dw Printer</i>				
4	6	pcs	Toner cartridge, HP CF400A, black	<input type="checkbox"/> Comply
5	6	pcs	<u>Toner cartridge, HP CF401A, cyan</u>	<input type="checkbox"/> Comply
6	6	pcs	<u>Toner cartridge, HP CF402A, yellow</u>	<input type="checkbox"/> Comply
7	6	pcs	<u>Toner cartridge, HP CF403A, magenta</u>	<input type="checkbox"/> Comply
Other Requirements			1. All items offered must be original (authentic/genuine). 2. All items offered must be supported by manufacturer's certificate or authorized reseller's certificate.	<input type="checkbox"/> Comply

Very truly yours,

---

Signature Over Printed Name

---

Position

---

Company

---

Telephone Number/s

---

Date

**IMPORTANT NOTE:**

***\*Statement of Compliance***

*[Bidders must state above 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.]*

**AMENDED OMBUDSMAN BID FORM NO. 2A - FINANCIAL PROPOSAL WITH UNDERTAKING**

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : **PB 2021-02**

**HONORABLE SAMUEL R. MARTIRES**

Ombudsman  
Office of the Ombudsman  
Agham Road, North Triangle  
Diliman, Quezon City

Attention: **HON. ADORACION A. AGBADA**  
The Chairman  
Bids and Awards Committee

Dear Ombudsman Martires:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Quarterly General Office Supplies for CY 2021 Requirement of the Office of the Ombudsman for Lot 1 – General Office Supplies**, in conformity with the said PBDs for the sum of \_\_\_\_\_ (\_\_\_\_\_) [*total Bid amount in words and figures*] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [*specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties*], which are itemized herein and in the Price Schedules,

Item No.	Quantity	Unit	Ombudsman Technical Specifications	Unit Price	Total Price (Should be 12%VAT inclusive)
1	1500	pcs	Ballpen, black, original, fine point, durable, ribbed finger grip		
2	1500	pcs	Ballpen, blue, original, fine point, durable, ribbed finger grip		
3	300	packs	Battery, size AA, alkaline, 2pcs/pack*		
4	300	packs	Battery, size AAA, alkaline,		



			2pcs/pack*		
5	150	pcs	Battery, 9 volts*		
			Note: * Should at least have two (2) years expiration date		
6	300	boxes	Paper Clip, jumbo, 50mm, vinyl coated, 120gms		
7	300	boxes	Paper Clip, small, 33mm, vinyl coated, 50gms		
8	50	boxes	Clip, Binder/Backfold 1 1/4", 12pcs/box		
9	50	boxes	Clip, Binder/Backfold 1", 12pcs/box		
10	600	pcs	Correction tape, 5mm x 10m		
11	30	boxes	Envelope, Documentary, 10"x15", legal, 500/box		
12	15	boxes	Envelope, Expanding, 10" x 15", legal, with elastic strap, 100/box		
13	150	boxes	Envelope, Mailing, bond 70 gsm, size: 105mm x 241mm, 500/box		
14	300	boxes	Fastener, metal, non-sharp edge, holds document 2" thick, hole to hole: 7cm, 50 sets/box		
15	150	reams	Folder, legal, tagboard, white, 100pcs/ream, 14 pts		
16	300	pcs	Marker, Permanent, bullet type, black		
17	300	pcs	Marker, Permanent, bullet type, blue		
18	300	packs	Note pad, size: 1" x 3", stick-on, color: assorted, three (3) pads/packs		
19	1500	pcs	Pencil, with eraser, No. 2, original		

20	300	pcs	Record book, size: 8.5: x 11", binding: laminated chipboard with "Official Record Book" front title, material: white bond, 55 gsm, pre-numbered – 500 pages		
21	300	pcs	Record book, size: 8.5: x 11", binding: laminated chipboard with "Official Record Book" front title, material: white bond, 55 gsm, pre-numbered – 300 pages		
22	150	kilos	Rags, all-cotton, approximate diameter: 7"		
23	1500	pcs	Signpen, black, original, 1mm, liquid type ink, rollerball needle tip		
24	1500	pcs	Signpen, blue, original, 1mm, liquid type ink, rollerball needle tip		
25	300	boxes	Staple Wire, #35, size: 26/6, 5000pcs/box		
26	450	rolls	Tape, Masking, size: 1" x 50 yards minimum		
27	450	rolls	<b><u>Tape, Packaging, size: 2" x 50" yards minimum</u></b>		
28	450	rolls	Tape, Stationery, transparent, size: 1" x 50 yards minimum		
29	150	pcs	Balibbayan box, heavy duty, size: 20" W x 20" L x 20" H		
<b>Grand Total</b>					

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**AMENDED OMBUDSMAN BID FORM NO. 2D - FINANCIAL PROPOSAL WITH UNDERTAKING**

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : **PB 2021-02**

**HONORABLE SAMUEL R. MARTIRES**

Ombudsman  
Office of the Ombudsman  
Agham Road, North Triangle  
Diliman, Quezon City

Attention: **HON. ADORACION A. AGBADA**  
The Chairman  
Bids and Awards Committee

Dear Ombudsman Martires:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Quarterly General Office Supplies for CY 2021 Requirement of the Office of the Ombudsman for Lot 4 – Original Toners/Ink Cartridges**, in conformity with the said PBDs for the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and in the Price Schedules,

Item No.	Quantity	Unit	Ombudsman Technical Specifications	Unit Price	Total Price (Should be 12%VAT inclusive)
<b>HP P3015 Printer</b>					
1	15	pcs	Toner, cartridge, HP CE255A		
<b>HP 1560, 1566 Printer</b>					
2	75	pcs	Toner cartridge, HP CE278A		
<b>HP P1102 Printer</b>					
3	75	pcs	Toner, HP CE285A		

<i>HP M252dw Printer</i>					
4	6	pcs	Toner cartridge, HP CF400A, black		
5	6	pcs	<u>Toner cartridge, HP CF401A, cyan</u>		
6	6	pcs	<u>Toner cartridge, HP CF402A, yellow</u>		
7	6	pcs	<u>Toner cartridge, HP CF403A, magenta</u>		
				Grand Total	

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Schedule of Prices (If applicable)**

**For Goods Offered From Abroad**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>1</sup> Number \_\_\_\_\_. Page  
 \_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

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

\_\_\_\_\_  
<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

**For Goods Offered From Within the Philippines (If applicable)**

Name of Bidder \_\_\_\_\_, Invitation to Bid Number \_\_, Page of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

## VII. TECHNICAL SPECIFICATIONS (As amended)

<b>LOT 1 – GENERAL OFFICE SUPPLIES</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Ombudsman Technical Specifications</b>
1	1500	pcs	Ballpen, black, original, fine point, durable, ribbed finger grip
2	1500	pcs	Ballpen, blue, original, fine point, durable, ribbed finger grip
3	300	packs	Battery, size AA, alkaline, 2pcs/pack*
4	300	packs	Battery, size AAA, alkaline, 2pcs/pack*
5	150	pcs	Battery, 9 volts*
			Note: * Should at least have two (2) years expiration date
6	300	boxes	Paper Clip, jumbo, 50mm, vinyl coated, 120gms
7	300	boxes	Paper Clip, small, 33mm, vinyl coated, 50gms
8	50	boxes	Clip, Binder/Backfold 1 ¼", 12pcs/box
9	50	boxes	Clip, Binder/Backfold 1", 12pcs/box
10	600	pcs	Correction tape, 5mm x 10m
11	30	boxes	Envelope, Documentary, 10"x15", legal, 500/box
12	15	boxes	Envelope, Expanding, 10" x 15", legal, with elastic strap, 100/box
13	150	boxes	Envelope, Mailing, bond 70 gsm, size: 105mm x 241mm, 500/box
14	300	boxes	Fastener, metal, non-sharp edge, holds document 2" thick, hole to hole: 7cm, 50 sets/box
15	150	reams	Folder, legal, tagboard, white, 100pcs/ream, 14 pts
16	300	pcs	Marker, Permanent, bullet type, black
17	300	pcs	Marker, Permanent, bullet type, blue
18	300	packs	Note pad, size: 1" x 3", stick-on, color: assorted, three (3) pads/packs
19	1500	pcs	Pencil, with eraser, No. 2, original
20	300	pcs	Record book, size: 8.5: x 11", binding: laminated chipboard with "Official Record Book" front title,



			material: white bond, 55 gsm, pre-numbered – 500 pages
21	300	pcs	Record book, size: 8.5: x 11”, binding: laminated chipboard with “Official Record Book” front title, material: white bond, 55 gsm, pre-numbered – 300 pages
22	150	kilos	Rags, all-cotton, approximate diameter: 7”
23	1500	pcs	Signpen, black, original, 1mm, liquid type ink, rollerball needle tip
24	1500	pcs	Signpen, blue, original, 1mm, liquid type ink, rollerball needle tip
25	300	boxes	Staple Wire, #35, size: 26/6, 5000pcs/box
26	450	rolls	Tape, Masking, size: 1” x 50 yards minimum
27	450	rolls	<b>Tape, Masking, size: 2” x 50” yards minimum</b>
28	450	rolls	Tape, Stationery, transparent, size: 1” x 50 yards minimum
29	150	pcs	Balikbayan box, heavy duty, size: 20” W x 20” L x 20” H

<b>LOT 4 - Original Toners/Ink Cartridges</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Ombudsman Technical Specifications</b>
<i>HP P3015 Printer</i>			
1	15	pcs	Toner, cartridge, HP CE255A
<i>HP 1560, 1566 Printer</i>			
2	75	pcs	Toner cartridge, HP CE278A
<i>HP P1102 Printer</i>			
3	75	pcs	Toner, HP CE285A
<i>HP M252dw Printer</i>			
4	6	pcs	Toner cartridge, HP CF400A, black
5	6	pcs	<b><u>Toner cartridge, HP CF401A, cyan</u></b>
6	6	pcs	<b><u>Toner cartridge, HP CF402A, yellow</u></b>
7	6	pcs	<b><u>Toner cartridge, HP CF403A, magenta</u></b>
Other Requirements			1. All items offered must be original (authentic/genuine). 2. All items offered must be supported by manufacturer’s certificate or authorized reseller’s certificate.

## *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><b><u>Delivery and Documents –</u></b></p> <p>Delivery of Goods is required <b><u>forty-five (45) calendar days for lots 1, 2 and 4;</u></b> and <b><u>fifteen (15) calendar days for lot 3</u></b> after receipt of the Notice to Proceed.</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ol style="list-style-type: none"> <li>a. Original and copies of the Supplier's Invoice showing Good's description, quantity, unit price and total amount;</li> <li>b. Original and copies of Delivery Receipt;</li> <li>c. Original copy of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>d. Certificate of Acceptance /Inspection Report signed by the Procuring Entity's representative at the Project Site;</li> <li>e. Special Bank Guarantee (may be submitted at the option of the Supplier in lieu of the retention money of 5% of the total contract price);</li> </ol> <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 <i>[indicate place of destination]</i>. 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 <i>[indicate place of destination]</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 <b>Error! Reference source not found.:</b></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> </ol>

- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 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.

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.

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. 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.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

	<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 Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<ul style="list-style-type: none"> <li>• The schedule of payment on preventive maintenance shall be on a quarterly basis and will be processed upon completion of preventive maintenance activity</li> </ul>
4	<p>The inspections and tests that will be conducted:</p> <p>The items/goods as stated in Section VI. Schedule of Requirements of this bidding document shall be inspected upon delivery and at any time during the contract period.</p>