



Bids and Awards Committee II

August 9, 2021

BID BULLETIN NO. 1

PROJECT : Supply and Delivery of Consumables for Printers and Copiers

PROJECT NO. : 2021-AdmS2(001)-BII-CB-016

This Bid Bulletin is hereby issued for the information and guidance of all prospective bidders. It shall form an integral part of the bidding documents issued earlier relative to above project.

1. Section I. Invitation to Bid, Item 1, page 8, to be read as:

Lot No.	Description	Quantity	ABC (in PhP)
Consumables for Printers			
1	Canon	200	176,703.00
2	Epson	222	1,743,046.50
	HP	594	
	Brother	637	
Consumables for Toners			
3	Brother	890	4,727,898.00
	Samsung	13	
GRAND TOTAL			6,647,647.50

2. Section I. Invitation to Bid, Item 2, page 8, is amended to be read as:

“...The DepEd, through the Bids and Awards Committee (BAC) II, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. Expected completion of delivery of the goods is within ***ninety (90) calendar days*** upon the issuance of Notice to Proceed (NTP) at DepEd Central Office, Meralco Avenue, Pasig City...”

3. Section III. Bid Data Sheet, ITB Clause 14.1, page 20, is amended to be read as:

Lot	Description	Cost Breakdown of the Approved Budget for the Contract (ABC) Php	Bid Security Form & Amount (if other than Bid Securing Declaration)	
			2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)	5% of ABC (if bid security is in Surety Bond)
1	Consumables for Printers (Canon)	176,703.00	3,534.06	8,835.15
2	Consumables for Printers (Epson, HP, Brother)	1,743,046.50	34,860.93	87,152.33
3	Consumables for Copiers	4,727,898.00	94,557.96	236,394.9

4. Section III. Bid Data Sheet, ITB Clause 20.2, pages 23-24, is amended to be read as:

“...In addition to the documentary requirements to be submitted during post-qualification, the bidder/s having the Lowest Calculated Bid/s shall submit two (2) samples for the items within the lot/s being bid for based on the technical specifications as indicated in Section VII. Technical Specifications during Post-qualification.

These samples shall be subjected to evaluation during post-qualification to determine compliance of the said bidder with DepEd Technical Specifications requirements.

Failure of the samples to meet DepEd specifications shall be a ground for disqualification of the bidder...”

5. Section VI. Schedule of Requirements, Item A.1. and B, pages 33-34, is amended to be read as:

A.1. The delivery schedule expressed below stipulates the date of delivery to the project site.

Description	Item	Quantity	Delivery/ Contract Duration
Consumables for Printers			
Lot No. 1	CANON		Within <i>Ninety (90) Calendar Days</i> from the receipt of Notice to Proceed
	Ink Bottle, Canon Pixma GI 790-Black	7	
	Ink Bottle, Canon Pixma GI 790-Cyan	8	
	Ink Bottle, Canon Pixma GI 790-Magenta	6	

Description	Item	Quantity	Delivery/ Contract Duration
	Ink Bottle, Canon Pixma GI 790-Yellow	6	
	Ink Cart, Canon CL 36, Colored	144	
	Ink Cart, Canon CL 746, Colored	2	
	Ink Cart, Canon PG 35, Black	24	
	Ink Cart, Canon PG 745, Black	3	
Lot No. 2	EPSON		
	Ink Cart, Epson C13T00S14A, black, Epson L3110	67	
	Ink Cart, Epson C13T00S24A, cyan, Epson L3110	55	
	Ink Cart, Epson C13T00S34A, magenta, Epson L3110	53	
	Ink Cart, Epson C13T00S44A. yellow, Epson L3110	47	
	HP		
	Ink Cart, HP 63, Black	12	
	Ink Cart, HP 63, Tri-color	12	
	Ink Cart, HP 932XL, Black	12	
	Ink Cart, HP 933XL, Cyan	12	
	Ink Cart, HP 933XL, Magenta	12	
	Ink Cart, HP 933XL, Yellow	12	
	Toner, HP 80A CF280A	18	
	Ink, HP 60XL (Black)	240	
	Ink, HP 60XL (Tri-color)	264	
	BROTHER		
	Ink, Brother LC39 (Black)	102	
	Ink, Brother LC39 (Cyan)	102	

Description	Item	Quantity	Delivery/ Contract Duration
	Ink, Brother LC39 (Magenta)	102	
	Ink, Brother LC39 (Yellow)	131	
	Label Tape, Brother Tape TZE-221, black on yellow, 9mmx8m, laminated	100	
	Label Tape, Brother Tape TZE-261, black on white, 36mmx8m, laminated	100	
Lot No. 3	BROTHER		
	TONER CART, BROTHER TN 3428, Black	169	
	TONER CART, BROTHER TN-3448, Black	721	
	SAMSUNG		
	Toner Cart, Samsung MLT-D111s	12	
	Toner Cartridge, Samsung MLT-D119S (ML-2010D3), Black	1	

B. Delivery Schedule

Complete delivery shall be made within ***ninety (90) calendar days*** from the date of receipt of the Notice to Proceed (NTP) in coordination with DepEd Administrative Service-Asset Management Division (AS-AMD).

6. Section VII. Technical Specifications, pages 37-38, are amended to be read as:

General Requirements/Specifications

Item	Specification	Bidder's Statement of Compliance and Actual offer	Cross-Reference/ Evidence
1	The items should be authentic and is distributed by authorized resellers.		Attach Certificate of Authenticity from the Manufacturer & Certificate of Authorized Reseller per item

Detailed Technical Specifications


Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
LOT 1: Consumables for Printers			
1	CANON		
	Ink Bottle, Canon Pixma GI 790-Black		
	Ink Bottle, Canon Pixma GI 790-Cyan		
	Ink Bottle, Canon Pixma GI 790-Magenta		
	Ink Bottle, Canon Pixma GI 790-Yellow		
	Ink Cart, Canon CL 36, Colored		
	Ink Cart, Canon CL 746, Colored		
	Ink Cart, Canon PG 35, Black		
	Ink Cart, Canon PG 745, Black		
LOT 2: Consumables for Printers			
2	EPSON		
	Ink Cart, Epson C13T00S14A, black, Epson L3110		
	Ink Cart, Epson C13T00S24A, cyan, Epson L3110		
	Ink Cart, Epson C13T00S34A, magenta, Epson L3110		
	Ink Cart, Epson C13T00S44A. yellow, Epson L3110		
3	HP		
	Ink Cart, HP 63, Black		
	Ink Cart, HP 63, Tri-color		
	Ink Cart, HP 932XL, Black		
	Ink Cart, HP 933XL, Cyan		
	Ink Cart, HP 933XL, Magenta		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	Ink Cart, HP 933XL, Yellow		
	Toner, HP 80A CF280A		
	Ink, HP 60XL (Black)		
	Ink, HP 60XL (Tri-color)		
4	BROTHER		
	Ink, Brother LC39 (Black)		
	Ink, Brother LC39 (Cyan)		
	Ink, Brother LC39 (Magenta)		
	Ink, Brother LC39 (Yellow)		
	Label Tape, Brother Tape TZE-221, black on yellow, 9mmx8m, laminated		
	Label Tape, Brother Tape TZE-261, black on white, 36mmx8m, laminated		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
LOT 3: Consumables for Copiers			
1	BROTHER		
	TONER CART, BROTHER TN 3428, Black		
	TONER CART, BROTHER TN-3448, Black		
2	SAMSUNG		
	Toner Cart, Samsung MLT-D111s		
	Toner Cartridge, Samsung MLT-D119S (ML-2010D3), Black		

- 7. Please see Appendix “A” for the amended Net Financial Contracting Capacity (NFCC) Form**
- 8. Please see Appendix “B” for the amended Contract Agreement**
- 9. Please see Appendix “C” for the amended Annex “C” (Price Schedule Form)**

All other provisions not herein modified shall remain in full force and effect.
For your information and guidance.


Atty. REVSEE A. ESCOBEDO
Undersecretary and Chairperson

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.¹

Year 20__		
1.	Current Assets	
2.	Current Liabilities	
3.	Total Net Worth	
4.	Total Value of outstanding or ongoing Projects	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

In case of a bid involving two or more line-items, the bidder shall indicate in the NFCC from the line items bid for, in their order of priorities or preferences.

The first line-item in the order shall follow the following formula:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.}]$$

For subsequent line-items, the formula shall be as follows:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{value of the prior line item/s bid for}]$$

C. The following are the line-items that we are bidding for, stated in the order of preference.²

1st:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[[current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started]	

¹In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which casethe NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

² The bidder may add tables as may show the different lots bid for and their corresponding NFCC.

2nd:

Republic of Philippines

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			$[(\text{current assets} - \text{current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{ABC of 1st Package/Lot/Item bid for}]$	

3rd:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			$[(\text{current assets} - \text{current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{ABC of 2nd Package/Lot/Item bid for}]$	

This is to certify that the aforementioned NFCC computation is sufficient for all the packages / lots / items being bid for:

Submitted by:

Name of Supplier /Distributor/ Manufacturer

Name of Authorized Representative

Appendix "B"



PROJECT: Supply and Delivery of Consumables for Printers and Copiers

CONTRACT NO.: 2021-AdmS2(001)-BII-CB-016

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. 008, s. 2021 (hereinafter referred to as “**DEPED**”); and _____ represented herein by its _____, _____, with office address at _____, Philippines (hereinafter referred to as “_____”).

DEPED and _____ are collectively called “**PARTIES.**”

WHEREAS, DEPED invited bids for the Supply and Delivery of Consumables for Printers and Copiers consisting of **three (3) lots**, and received bids from ____ (__) bidders; **DEPED** opened, read, and evaluated the bids of the ____ (__) bidders and declared _____ as having the lowest calculated bid for the above-captioned project; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS** _____ **MILLION**, _____ **THOUSAND**, _____ **and 00/100 (PhP _____) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

LOT 1:	
Consumables for Printers	
Item	Specification
1	CANON
	Ink Bottle, Canon Pixma GI 790-Black
	Ink Bottle, Canon Pixma GI 790-Cyan
	Ink Bottle, Canon Pixma GI 790-Magenta
	Ink Bottle, Canon Pixma GI 790-Yellow
	Ink Cart, Canon CL 36, Colored
	Ink Cart, Canon CL 746, Colored
	Ink Cart, Canon PG 35, Black
	Ink Cart, Canon PG 745, Black

LOT 2:	
Consumables for Printers	
2	EPSON
	Ink Cart, Epson C13T00S14A, black, Epson L3110
	Ink Cart, Epson C13T00S24A, cyan, Epson L3110
	Ink Cart, Epson C13T00S34A, magenta, Epson L3110
	Ink Cart, Epson C13T00S44A, yellow, Epson L3110
3	HP
	Ink Cart, HP 63, Black
	Ink Cart, HP 63, Tri-color
	Ink Cart, HP 932XL, Black
	Ink Cart, HP 933XL, Cyan
	Ink Cart, HP 933XL, Magenta
	Ink Cart, HP 933XL, Yellow
	Toner, HP 80A CF280A
	Ink, HP 60XL (Black)
	Ink, HP 60XL (Tri-color)
	4
Ink, Brother LC39 (Black)	
Ink, Brother LC39 (Cyan)	
Ink, Brother LC39 (Magenta)	
Ink, Brother LC39 (Yellow)	
Label Tape, Brother Tape TZE-221, black on yellow, 9mmx8m, laminated	
Label Tape, Brother Tape TZE-261, black on white, 36mmx8m, laminated	

LOT 3:	
Consumables for Copiers	
Item	Specification
1	BROTHER
	TONER CART, BROTHER TN 3428, Black
	TONER CART, BROTHER TN-3448, Black
2	SAMSUNG
	Toner Cart, Samsung MLT-D111s
	Toner Cartridge, Samsung MLT-D119S (ML-2010D3), Black

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specifications;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated _____.
 - ii. _____'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and _____'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. _____ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. The Goods shall be delivered within ***NINETY (90) CALENDAR DAYS*** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the Goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance of the Goods at the **DepEd Central Office**;
4. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
5. The Goods supplied under this Contract should conform to the standards mentioned in Section VI. Schedule of Requirements and shall comply with the following final technical specifications:

LOT 1:	
Consumables for Printers	
Item	Specification
1	CANON

	Ink Bottle, Canon Pixma GI 790-Black
	Ink Bottle, Canon Pixma GI 790-Cyan
	Ink Bottle, Canon Pixma GI 790-Magenta
	Ink Bottle, Canon Pixma GI 790-Yellow
	Ink Cart, Canon CL 36, Colored
	Ink Cart, Canon CL 746, Colored
	Ink Cart, Canon PG 35, Black
	Ink Cart, Canon PG 745, Black
LOT 2:	
Consumables for Printers	
2	EPSON
	Ink Cart, Epson C13T00S14A, black, Epson L3110
	Ink Cart, Epson C13T00S24A, cyan, Epson L3110
	Ink Cart, Epson C13T00S34A, magenta, Epson L3110
	Ink Cart, Epson C13T00S44A. yellow, Epson L3110
3	HP
	Ink Cart, HP 63, Black
	Ink Cart, HP 63, Tri-color
	Ink Cart, HP 932XL, Black
	Ink Cart, HP 933XL, Cyan
	Ink Cart, HP 933XL, Magenta
	Ink Cart, HP 933XL, Yellow
	Toner, HP 80A CF280A
	Ink, HP 60XL (Black)
	Ink, HP 60XL (Tri-color)
4	BROTHER
	Ink, Brother LC39 (Black)
	Ink, Brother LC39 (Cyan)
	Ink, Brother LC39 (Magenta)
	Ink, Brother LC39 (Yellow)
	Label Tape, Brother Tape TZE-221, black on yellow, 9mmx8m, laminated
	Label Tape, Brother Tape TZE-261, black on white, 36mmx8m, laminated

LOT 3:	
Consumables for Copiers	
Item	Specification
1	BROTHER
	TONER CART, BROTHER TN 3428, Black
	TONER CART, BROTHER TN-3448, Black
2	SAMSUNG
	Toner Cart, Samsung MLT-D111s
	Toner Cartridge, Samsung MLT-D119S (ML-2010D3), Black

Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory.

6. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by _____. **DEPED** shall have the option to inspect _____'s premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess _____'s capacity to discharge its contractual obligations.
7. The Goods shall be inspected by **DEPED** Inspectorate Team duly constituted for this Project prior to delivery to the project site in accordance with the provisions of the Special Conditions of the Contract, Schedule of Requirements, or otherwise indicated in other parts of the bidding documents.
8. _____ shall deliver the goods and services to the project site – DepEd Central Office, Meralco Avenue, Pasig City. Goods delivered to sites other than the DepEd Central Office without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.
9. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
10. The Contract Price shall be paid to _____ in accordance with the following disbursement procedures:
 - 10.1 An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an

equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 _____ may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) Inspection and Acceptance Reports (IARs), including certification by _____, duly signed and dated by the authorized representative of the **DEPED** indicating that the items have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

10.3 Subject to the recoupment of the advance payment contemplated in Clause 9.1 above, and retention contemplated in the immediately succeeding clause, payment shall be made to _____ upon submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

10.3.1 For the **initial progress payment**, a minimum of 25% of the Contract Price shall be paid to _____ upon a minimum of 25% delivery, acceptance and installation of the Goods at the delivery site.

10.3.2 **Final payment** shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.

1. Payments shall be subject to the "Warranty" provision in the form of a Special Bank Guarantee in the amount equal to one percent (1%) of the Contract Price required under Section 62 of R.A. 9184 and its revised IRR.
2. _____ shall be liable for liquidated damages for the delay in its performance in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
3. _____ and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. _____ shall hold Proprietary Information in strict confidence. _____ agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.

4. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Department of Education

SIGNED IN THE PRESENCE OF:

DEPED's Witness

_____ 's Witness

APPROVED BY:

Department of Education

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 2021 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

Department of Education

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2021.

NOTARY PUBLIC