

## TERMS OF REFERENCE (TOR)

### PROCUREMENT OF VARIOUS CONSUMABLES

#### I. BACKGROUND

The Quezon City Government (QCG) under the present administration seeks to acquire an effective, efficient, and timely delivery and issuance of commonly used supplies/equipment intended for various offices of the Quezon City Government. The City General Services Department (CGSD) is mandated under R. A. 7160, the Local Government Code of 1991, under Article 20, Sec. 490 Title V, Chapter III, Book III, by the above statement.

The great value of the City's objectives, outsourcing scheme through public bidding, is now perceived as an augmentable approach to ensure the smooth and uninterrupted supplies of materials and equipment for running the day-to-day operations of all QCG functionaries. It is regarding the method of Public Bidding by and through classifications of supplies and materials.

The more significant reasons are aimed at achieving the objectives of this project and also to address the perennial situations in which QCG functionaries encounter a short or non-availability of supplies/materials and equipment during the first quarter until the second quarter of every year. To resolve further that this project be programmed and to obtain the timely delivery of various commonly used supplies/materials and equipment.

#### II. DEFINITION OF TERMS

1. ***"Common-Use Supplies"*** (CS) refers to those goods and materials that are used in the day-to-day operations of the Quezon City Government (QCG) in the performance of their functions. For this TOR, Common-Use Supplies shall be those included in the Electronic Catalogue of the Philippine Government Electronic Procurement System (PhilGEPS) and those that may be classified as such by the QCG.
2. ***Quezon City Government – QCG*** – refers to the administrative body responsible for governing and managing the affairs of Quezon City, which is a highly urbanized city in the Philippines.
3. ***Procurement Service – Department of Budget and Management*** – is a government agency in the Philippines responsible for centralized procurement of goods, supplies, and equipment for various government agencies and entities.
4. ***Single Largest Completed Contract (SLCC)*** – a stand-alone contract completed independently of other projects undertaken by a company.
5. ***Revised Implementing Rules and Regulations of RA 9184 (RIRR - RA 9184)*** - refers to the updated guidelines and procedures that govern the implementation of Republic Act 9184, also known as the "Government Procurement Reform Act."

### III. PROJECT RECIPIENT

One hundred fifteen (115) departments, offices, and units, more or less, of the QCG are the consumers/users of Common-Use Supplies necessary in their day-to-day operations. Fifty-seven (57) of which are beneficiaries of this procurement, viz:

1. Amoranto Sports Complex
2. Barangay and Community Relations Department
3. Board of Assessment Appeals
4. Business Permits and Licensing Department
5. City Accounting Department
6. City Architect Department
7. City Budget Department
8. City Civil Registry Department
9. City General Services Department
10. City Legal Department
11. City Planning and Development Department
12. City Veterinary Department
13. Climate Change and Environmental Sustainability Department
14. Department of Engineering
15. Department of Public Order and Safety
16. Department of Sanitation and Clean-up Works of QC
17. Housing Community Development and Resettlement Department
18. Human Resource Management Department
19. Liga ng mga Barangay
20. Information Technology Development Department
21. Local Economic Investment Promotions Board
22. Market Development and Administration Department
23. Metropolitan Trial Court
24. Novaliches District Center
25. Novaliches District Hospital
26. Office of the City Administrator
27. Office of the City Assessor
28. Office of the City Prosecutor
29. Office of the City Treasurer
30. Office of the Secretary to the Sangguniang Panglunsod
31. Office of the Senior Citizens Affairs
32. Parks Development and Administration Department
33. Peace and Order and Public Safety (POPS)
34. Procurement Department
35. Public Affairs and Information Service department
36. Public Employment Services office
37. QC Disaster Risk Reduction and Management Office
38. QC Food Security Task Force



39. QC Gender and Development Department
40. QC Persons With Disability Affairs Office
41. QC Center for Children with Disabilities
42. Quezon City Citizens Services Department
43. Quezon City General Hospital
44. Quezon City Health Department
45. QC Peoples Law Enforcement Board
46. Quezon City Protection Center
47. Quezon City Public Library
48. Quezon City Small Business Cooperatives Devt. & Promotions Office
49. Quezon City Tourism Department
50. Quezon City University
51. Quezon City Youth Development Office
52. Quezon Memorial Circle Redevelopment Program
53. Regional Trial Court
54. Rosario Maclang Bautista General Hospital
55. Social Services Development Department
56. Traffic Transport and Management Department
57. Tricycle Franchising Board

#### **IV. PROJECT DESCRIPTION**

In the past, the Quezon City Government (QCG) procured its requirements for Common Supplies individually by the respective department/office/unit, supplied and delivered by the Procurement Service of the Department of Budget and Management (PS-DBM) and by other Suppliers for items not available from the inventory of CS of the PS-DBM.

Through this project, the QCG intends to consolidate the CS requirements of the City's departments, offices, and units and centralize the funding, procurement, warehousing, and distribution of those items under the City General Services Department (CGSD) administration. This simplified operational procedure would enable the QCG to procure or purchase those CS in bulk or wholesale. Buying products in bulk or wholesale would, in turn, result in lower or discounted costs as a larger volume of purchases tends to influence the Suppliers to offer lower prices on their products. This scheme, ultimately, would provide financial savings to the QCG.

#### **V. PROJECT OBJECTIVES**

The objectives of centralized procurement, handling, and distribution of CS by the CGSD are as follows:

1. To institute a more economical, efficient, and effective operational system;

2. To have a standardized or uniform price of substantially similar items;
3. To lower the costs of CS due to larger volume of quantities of items;
4. To ensure uniformity of quality standards and specifications of items;
5. To facilitate the monitoring of issuances and proper utilization of all items and
6. To easily monitor and record issuances and timely preparation of periodic reports required by the City Accounting Department and the Commission on Audit;

## **VI. SCOPE OF PROJECT**

This project will be procured through “competitive bidding” under the **OFFICE EQUIPMENT SUPPLIES, AND CONSUMABLES** category. This procurement method is open to participation by any qualified and interested bidders.

## **VII. QUALIFICATIONS OF BIDDER/SUPPLIER**

The Bidder/Supplier must comply with the following minimum standards and requirements:

### **1. Organizational and Manpower Requirements**

The Bidder/Supplier must have an organization of qualified, competent, and responsible people dedicated to carrying out and fulfilling their obligations under this TOR. Three (3) to Five (5) responsible and physically fit personnel shall be in charge of unloading and securing the good condition of the deliveries. The Bidder/Supplier shall also assign a focal person in charge of handling and facilitating all the requests for the supply and delivery of the items covered by this TOR.

### **2. Experience**

The Bidder/Supplier must have:

- a. At least three (3) years of experience in the supply and delivery of various CS within the Philippines immediately preceding the date of opening of bids; and

A contract shall be considered “similar” to the contract to be bid if it involves goods of the same nature and complexity as those of the items enumerated under this Project.

#### VIII. BID EVALUATION AND COMPARISON OF BIDS

Selection of Bidder/Supplier for this Project shall be made through Competitive Public Bidding, which shall be conducted by the procedures and requirements of Republic Act No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (RIRR).

Bidders shall submit their bid prices for each and every item specified in the Delivery Schedule as provided in the Bidding Documents for this Project, but the comparison and determination of the lowest bid shall be on a lot basis (**BID ALL**); that is,

1. the bidder has to bid on all items listed in the delivery schedule,
2. item (s) with zero (P0.0) amount shall be considered free item (s) and must be included in the deliverables;
3. the bidder with no amount (**n/a or none**) tendered for a specific item shall be considered disqualified,
4. the bidder who submits the lowest total bid amount for all the items specified in the **Delivery Schedule** shall be considered the “lowest bidder” subject to the processes and requirements of R. A. No. 9184 and its RIRR. Failure on the part of the bidder to provide a complete bid on each and every item subject to bidding shall automatically disqualify their submission.

#### IX. CONTRACT DURATION

This Project has a contract duration until December 31, 2024, upon the issuance of the Notice to Proceed to the winning Bidder/Supplier.

#### X. APPROVED BUDGET FOR THE CONTRACT

**Source of Fund: GENERAL FUND**

The approved budget for the Contract is **FIVE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR PESOS ONLY and 34/100 (P554,234.34)**



#### **XI. PLACE OF DELIVERY**

The winning Bidder/Supplier shall supply and deliver the procured items directly to the QC-GSD Central Warehouse-Central Depository On-Site, located at No. 65 Scout Reyes Street, Barangay Paligsahan, Quezon City.

#### **XII. DELIVERY SCHEDULE**

The deliveries will be based on the hereunder delivery schedule (*on a quarterly basis*), from the receipt of the Purchase Order / Contract. This delivery schedule will serve as an integral part of the Contract. (*please see attached ANNEX A*)

#### **XIII. LIQUIDATED DAMAGES**

When the Supplier fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay the QCG liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one (1) 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 the QCG through the authorized inspector of the CGSD.

The QCG need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Supplier or collected from any security warranties posted by the Supplier, whichever is convenient to the QCG. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price. In this event, the QCG may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

#### **XIV. WARRANTY AND AFTER-SALES REQUIREMENT**

The Supplier warrants that all goods to be supplied and delivered pursuant to the contract are new, unused, and whose quantity, specifications, and quality standards are in accordance with the terms and conditions of the Contract.

The Supplier further warrants that all delivered goods under this Contract shall have no manufacturing defects or defects arising from delivery-in-transit, handling, design, or workmanship or from any act or omission of the Supplier

that may develop under regular use of the supplied goods in the conditions prevailing in the country.

The provisions of R. A. No. 9184 and its RIRR on warranty shall likewise apply.

#### **XV. PAYMENT**

Claim for payment shall be made by the Supplier based on the actual delivery of the goods or upon fulfillment of the delivery requirements for the particular period (quarter) duly inspected and accepted by the authorized inspector/s of the CGSD in accordance with the terms and conditions of the Contract, subject to the submission of all supporting documentary requirements mandated by existing COA Rules and Regulations.

All payments shall be subject to applicable withholding taxes by the Philippine Internal Revenue Code and Revenue Regulations issued by the Bureau of Internal Revenue, as well as the relevant provisions of the Quezon City Revenue Code.

#### **XVI. RESERVATION CLAUSE**

The QCG has reserved its right to reject any and all bids, declare a failure of bidding, or not to award the contract without incurring any liability on the part of the QCG pursuant to Section 41 of R. A. No. 9184 and its RIRR.

#### **XVII. CANCELLATION/TERMINATION OF CONTRACT**

Should there be any dispute, controversy, or difference between the parties arising from this TOR, the parties herein shall exert all efforts to settle such dispute, controversy, or difference amicably. However, if any dispute, controversy, or difference cannot be resolved by them amicably by mutual satisfaction of the parties, then the matter shall be submitted for arbitration by existing laws without prejudice for the aggrieved party to seek redress before a court of competent jurisdiction.

The provisions of R. A. No. 9184 and its RIRR shall govern the cancellation/termination of any contract arising from this TOR. In the event that the QCG terminates the covering contract due to default, insolvency, or for cause, it may enter into a negotiated procurement under the provisions of R. A. No. 9184 and its RIRR.

**XVIII. VENUE OF ACTION**

All disputes, controversies, or claims arising from the Contract shall be filed in the competent courts of Quezon City.

This TOR shall form an integral part of Contract Documents.

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