



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

*Procurement of Freight Forwarding
Services to Various Trial Courts Located
in the National Capital Region and
Provinces by Private Courier for Two (2)
Years*



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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

1. The **Supreme Court**, through the Appropriations of the Lower Courts for the Current Year 2022, intends to apply the sum of **Fifty Eight Million One Hundred Thousand Five Hundred Fifty Four Pesos (₱58,100,554.00)**, inclusive of all taxes, being the Approved Budget for the Contract (ABC) to payment under the contract for the ***Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years - ITB No. 2022-12***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within five (5) 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.

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 SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **July 4, 2022 (Monday)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Six Thousand Pesos (₱26,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a Pre-Bid Conference on **July 12, 2022 (Tuesday), 2:00 p.m.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (*via electronic mail*)



containing the names and email addresses of interested participants on or before July 12, 2022 (Tuesday), 10:00 a.m. Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.

7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **July 26, 2022 (Tuesday), 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 **July 26, 2022 (Tuesday), 2:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** 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:

Bids and Awards Committee for Goods and Services
(SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
e-mail: *bacgs.sc@judiciary.gov.ph*; *scbacgs2010@gmail.com*
Telephone No. (02) 8536-9233

12. For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

July 4, 2022

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Supreme Court of the Philippines*, wishes to receive Bids for the *Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier*, with identification number *ITB No. 2022-12*.

The Procurement Project (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of Fifty Eight Million One Hundred Thousand Five Hundred Fifty Four Pesos (₱58,100,554.00), inclusive of all taxes.

2.2. The source of funding is the Appropriations of the Lower Courts in the Maintenance and Other Operating Expenses (Transportation and Delivery Expenses) for the Current Year 2022, per CAF-2022-001 dated February 16, 2022.

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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) 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 subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 five (5) 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 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 until *one hundred twenty (120) calendar days from the bid opening*. 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 that shall be awarded as one contract.
- 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

- 20.1. 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

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Procurement of freight forwarding services b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 												
7.1	Subcontracting is not allowed.												
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;">ENVELOPE NO. 1 TECHNICAL COMPONENT</th> </tr> <tr> <th colspan="2" style="text-align: center;">CLASS "A" DOCUMENTS</th> </tr> <tr> <th style="text-align: center;">INDEX TABS</th> <th style="text-align: center;">LEGAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">I-1</td> <td>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</td> </tr> <tr> <th colspan="2" style="text-align: center;">TECHNICAL DOCUMENTS</th> </tr> <tr> <td style="text-align: center; vertical-align: top;">I-2</td> <td> <p>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.</p> <p style="margin-top: 10px;">The statement shall be supported by the following documents:</p> </td> </tr> </tbody> </table>	ENVELOPE NO. 1 TECHNICAL COMPONENT		CLASS "A" DOCUMENTS		INDEX TABS	LEGAL DOCUMENTS	I-1	Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).	TECHNICAL DOCUMENTS		I-2	<p>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.</p> <p style="margin-top: 10px;">The statement shall be supported by the following documents:</p>
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	<p>1. Copies of the Contracts; and</p> <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</p> <p>(For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱29,050,277.00.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p>or</p> <p>Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)</p>
I-5	<p>Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)</p>
I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use Accomplish/use form in Section VII</i>)</p>



	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-D in Section VIII)</i></p> <p>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</p> <p>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</p> <p>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</p>
	I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>



	I-9	Authority of the representative/signatory.
	I-10	Business Registration Certificate issued by the Securities and Exchange Commission (SEC) / Department of Trade and Industry (DTI) Permit
	I-11	Copy/ies of Transfer Certificate of Title (TCT) of Warehouse owned or Copies of contract in case of lease
	I-12	Picture/s of warehouse with measurement of floor area in square meters (sq.m.)
	I-13	Copy/ies of Official Receipts and/or Certificate of Registration of delivery vans/ ten (10)-wheeler trucks/ sixteen (16)-wheeler trucks owned or copies of contract in case of lease
	I-14	Copies of Freight Forwarding Services Contract (Government or Private) for the last three (3) years
	I-15	Undertaking under oath to provide for sufficient personnel in the implementation of the project
		FINANCIAL DOCUMENTS
	I-16	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> $\text{NFCC} = [(\text{Current Assets minus Current Liabilities}) \times 15] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$ <p>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2021 Audited Financial Statement. Bidders shall attach the 2021 Audited Financial Statement to the NFCC Computation.)</p> <p style="text-align: center;"><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC)</p>



	Class “B” Document						
I-17	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p style="text-align: center;"><u>or</u></p> <p>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.</p>						
11	<p>Instructions regarding indexing of financial documents: The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">INDEX TABS</th> <th style="text-align: center;">FINANCIAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">II-1</td> <td>Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td style="text-align: center;">II-2</td> <td>Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)</td> </tr> </tbody> </table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)
INDEX TABS	FINANCIAL DOCUMENTS						
II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).						
II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ₱1,162,011.08 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱2,905,027.70 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond. 						
15	<p>Instructions re: Sealing and Marking of bids:</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>						



TECHNICAL COMPONENT

BID FOR THE

Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **26 JULY 2022 (Tuesday); 2:00 P.M.**

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

FINANCIAL COMPONENT

BID FOR THE

Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **26 JULY 2022 (Tuesday); 2:00 P.M.**

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

BID FOR THE

Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **26 JULY 2022 (Tuesday); 2:00 P.M.**

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at 2:00 p.m. on July 26, 2022 (Tuesday) within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	One (1) Lot - Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documentsOther appropriate licenses and permits required by law.



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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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

- 5.1 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.
- 5.2 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

GCC Clause	
1	<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, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</i></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>personnel from the Property Division, Office of Administrative Services, Office of the Court Administrator.</i></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. performance or supervision of on-site assembly and/or start-up of the supplied Goods;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; ande. 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. <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:

- 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 five (5) years from the start of the contract.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

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>
2.1	No advance payment allowed.
2.2	No further instructions.
4	No further instructions.
5	The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.



Section VI. Schedule of Requirements

This form itself must be submitted.

Recopying is not allowed and may be a ground for disqualification.

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

The Freight Forwarder shall pick-up the cargos at the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for Official Receipts, E-payment Receipts and other urgent matters.

The Freight Forwarder shall give priority to the delivery of the cargos for the Trial Courts, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.

The Freight Forwarder shall ensure that all cargos reach the designated place of destination within the delivery period specified below:

- i. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex "C")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Provincial Capital and Key Cities (Please see attached Annex "C")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/court/region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex "C")	Seven (7) working days, reckoned after the lead time for pick and pack	



ii. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex "C")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Provincial Capital and Key Cities (Please see attached Annex "C")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days/ court/ region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex "C")	Fifteen (15) working days reckoned after the lead time for pick and pack	

The Freight Forwarder warrants that the cargos are timely delivered to the Trial Courts during office hours and properly received by the Clerk of Court (COC) or Officer-In-Charge (OIC) of the specified court station and that the corresponding – bill of lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms; and ICS for semi-expendable items -are properly signed over printed name, with the position and date of receipt by the COC or OIC concerned. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the Freight Forwarder liable to the Supreme Court for the value of the subject cargos.

The Freight Forwarder shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the Property Division, OAS, OCA, and/or PMC every second and last Friday of the month. Format of the report shall be provided by the said offices.

Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned in Section IV, Item No. 10 above shall be submitted to the Property Division, OAS, OCA, and/or PMC for monitoring purposes.

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section VII. Technical Specifications

TERMS OF REFERENCE

FREIGHT FORWARDING SERVICES

(Pick-up/hauling, segregation, repacking/crating and door-to-door delivery)

I. BACKGROUND

The Supreme Court is tasked with the procurement and delivery of office supplies, furniture, equipment and other materials for the various trial courts all over the Philippines. Timely delivery of the said items provides support to the comprehensive reform effort of the Supreme Court to make the Judiciary more effective and more efficient in the administration of justice in the country.

However, due to the Supreme Court's limited resources and the volume of supplies, furniture, equipment and other materials to be delivered, as well as the geographical location of the lower courts, delivery will take a substantial period of time. Hence the Supreme Court has determined to engage the services of capable Freight Forwarder with established network nationwide, and with sufficient experience in the business of carrying and delivering office supplies, equipment, books and other materials throughout the Philippines to provide the needed door-to-door forwarding and delivery services for the Supreme Court.

II. QUALIFICATION REQUIREMENTS FOR FREIGHT FORWARDER (BIDDER)

1. Must have at least five (5) years continuous experience in the business of hauling, repacking/crating and delivery of office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), books and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas and Mindanao, that they will service, including its remote areas and islands.
2. Must have a secure warehouse or storage facility of at least 500 sq.m. within National Capital Region (NCR) to store and accommodate the simultaneous repacking/ crating of office supplies/forms, furniture, equipment, books and other materials for distribution to the trial courts nationwide.
3. Must have at least five (5) units of delivery/container vans, five (5) units of delivery/container six wheeler trucks and five (5) units ten



wheeler trucks (owned or leased) for simultaneous hauling and deliveries.

4. Must have sufficient number of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books and other materials all throughout the Philippines, including remote areas and islands.
5. Must have a good track record of having undertaken a similar engagement of the same nature and nationwide scope with other government agencies and/or private entities.

III. SCOPE OF SERVICES

A. The Freight Forwarder shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per court branch basis [as specified in the Bill of Lading/Waybill, Requisition and Issue Slip (RIS) for office supplies, Invoice and Receipt of Accountable Forms (IRAF) for accountable forms, Inventory Custodian Slip (ICS) for semi-expendable supplies, and Property Acknowledgement Receipt (PAR) for books and equipment to be provided by the Supreme Court] at the Freight Forwarder's warehouse and delivery services of various forms, documents, furniture, equipment, books, other supplies and materials, including but not limited to those listed in Annexes "A" to "A-1" and "B" to "B-1", to the following consignees: Regional Trial Courts, Family Courts, Metropolitan Trial Courts, Municipal Trial Court in Cities, Municipal Trial Courts, Municipal Circuit Trial Courts, Shari'a District Courts, Shari'a Circuit Courts and Office of the Clerk of Court [collectively referred to as "Trial Courts"], and Halls of Justice in Luzon, Visayas and Mindanao, through the following modes of delivery:

1. Land/Sea/Air Freight – from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, including remote areas and islands; and
2. Land/Sea/Air Freight – from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Visayas and Mindanao, including remote areas and islands; and
3. Special/Urgent Delivery by Land/Sea/Air Freight freight, as speedy, efficient and practicable, from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, Visayas and Mindanao, including remote areas and islands.



- B. Each shipment shall be covered by the duly approved Bills of Lading, PAR for books and equipment, RIS for supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items issued by the Supreme Court through the Property Division, Office of Administrative Services (OAS), Office of the Court Administrator (OCA), and/or Philippine Mediation Center (PMC) and counter receipted by the Freight Forwarder by issuing pick-up receipts.

IV. OBLIGATION OF THE FREIGHT FORWARDER

1. The Freight Forwarder shall pick-up the cargos at the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for Official Receipts, E-payment Receipts and other urgent matters.
2. The Freight Forwarder shall give priority to the delivery of the cargos for the Trial Courts, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.
3. The Freight Forwarder shall ensure that the cargos are segregated and repacked/crated on a per court branch basis and in accordance with the distribution list provided by the Supreme Court.
4. The Freight Forwarder shall exercise extraordinary diligence in the handling and delivery of supplies, accountable forms, semi-expendable supplies, furniture, equipment, books, documents and other materials to the various Trial Courts. Responsibility, including risk, will pass from the Freight Forwarder to the consignee upon receipt and acceptance of the cargos by the latter, except for items delivered which are not in conformity with what was specified in the Bill of Lading.
5. The Freight Forwarder shall be responsible for the loading and unloading at designated places of all cargos for the Trial Courts and the processing and safekeeping of all shipping documents.
6. The consignee's authorized representative, i.e. the Clerk of Court/Officer-In-Charge, shall check and examine the cargos in the presence of the Freight Forwarder before the consignee's authorized representative affixes his/her signature on the delivery documents.
7. The Freight Forwarder shall ensure that all cargos delivered to the Trial Courts are complete, in order and free from damage. Damage shall include, but not limited to the following:
 - i. Breakage;
 - ii. Rain and water damage; and



iii. Fire/heat damage.

8. The Freight Forwarder shall ensure that all cargos reach the designated place of destination within the delivery period specified below:

i. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex "C")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Provincial Capital and Key Cities (Please see attached Annex "C")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/court/region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex "C")	Seven (7) working days, reckoned after the lead time for pick and pack	

ii. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex "C")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Provincial Capital and Key Cities (Please see attached Annex "C")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days/ court/ region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex "C")	Fifteen (15) working days reckoned after the lead time for pick and pack	

9. The Freight Forwarder shall coordinate with the authorized and/or designated Supreme Court personnel in the performance of their jobs.

10. The Freight Forwarder warrants that the cargos are timely delivered to the Trial Courts during office hours and properly received by the



Clerk of Court (COC) or Officer-In-Charge (OIC) of the specified court station and that the corresponding – bill of lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms; and ICS for semi-expendable items - are properly signed over printed name, with the position and date of receipt by the COC or OIC concerned. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the Freight Forwarder liable to the Supreme Court for the value of the subject cargos.

11. The Freight Forwarder shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the Property Division, OAS, OCA, and/or PMC every second and last Friday of the month. Format of the report shall be provided by the said offices.
12. Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned in Section IV, Item No. 10 above shall be submitted to the Property Division, OAS, OCA, and/or PMC for monitoring purposes.
13. Within ten (10) to thirty (30) calendar days after the completion of delivery, the Freight Forwarder shall submit to the Supreme Court, as basis for payment the original and two (2) photocopies of the following:
 - i. Bills of Lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items, properly signed over printed name by the COC/OIC of the concerned consignees. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and
 - ii. Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and viii) Name and position of the actual recipient of the shipment.
14. The Freight Forwarder shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel or agents. It shall assume full responsibility therefor and the Supreme Court shall be specifically released from any and all liabilities arising therefrom.



15. The Freight Forwarder agrees to strictly follow the instructions of the Supreme Court in the performance of its obligations and responsibilities under the contract agreement.
16. The Freight Forwarder shall detail a competent representative/s / liaison officer/s who will be responsible for the performance of its obligations under the contract and to liaise with the Supreme Court. A thirty (30) working day notice in writing shall be made to the Supreme Court in case the Freight Forwarder details another or other representative/s / liaison officer/s. A thirty (30) working day notice in writing shall also be made by the Supreme Court to the Freight Forwarder to seek the replacement of the detailed representative/s / liaison officer/s that is found to be less than competent and responsible in the performance of his/her function as such. Further, the Freight Forwarder shall ensure that proper turn-over of the Supreme Court account shall be made to their representative/s / liaison officer/s.
17. In case of any loss/damage to the cargos for the Trial Courts, the Freight Forwarder shall be liable as follows:
 - i. Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos; and
 - ii. Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.
 - iii. In both cases, the freight forwarder shall pay/be charged a penalty equivalent to one-tenth (1/10th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.
 - iv. The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms, and ICS for semi-expendable items, as the case may be, in accordance with Article IV Section 4.9 under this Terms of Reference. (new provision)
18. The Freight Forwarder shall exercise extraordinary diligence in the performance of its obligation under this Terms of Reference,



considering that not only is time of the essence, but also the sensitive nature and urgency for the cargos to be shipped and transported.

19. The Freight Forwarder shall employ hardworking, qualified/reliable, well-behaved, honest and dedicated workers to do the services required under this Terms of Reference. It shall not employ Supreme Court/Trial Court employees to work in any category whatsoever.

V. DURATION OF THE SERVICES

1. The freight forwarding services shall be for a period for two (2) years, unless otherwise terminated earlier for cause or upon mutual agreement of the parties; Provided that, when no formal notice of termination is given by the Supreme Court to the Freight Forwarder before the lapse of the contract agreement, it is understood that the services of the Freight Forwarder is automatically extended on a month-to-month basis up to a maximum period of three (3) months upon the same terms and agreement of the contract.
2. Request for the extension of the agreement may be made by the Supreme Court until such time that a new contract agreement is entered into by the latter with the contractor or any other forwarder, provided that, in case of extension, the cost shall be in accordance with the price schedule as originally reflected in the Abstract of Quotation.
3. The contract agreement cannot be altered, modified, amended, changed, extended, waived or terminated, except in writing and signed by both parties.
4. Any amendment to the contract agreement, if any, shall take effect only upon mutual written consent from both parties.

VI. INSTITUTIONAL ARRANGEMENTS

1. The Supreme Court shall provide the contractor with policies, information, documents (Bill of Lading, PAR, ICS, RIS and IRAF), necessary for the completion and successful delivery/ shipment of the supplies, furniture, equipment, books and other materials to the consignees.
2. For services actually rendered, the Supreme Court shall pay the Freight Forwarder based on the rates as stated in the Freight Forwarder's bid price.

VII. SCOPE OF BID PRICE

The bid price shall be inclusive of taxes, and other incidental expenses.



VIII. TERMS OF PAYMENT

1. The contractor shall be paid periodically, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding TAX on VAT of five percent (5%).
2. The contractor shall be paid from submission of the documentary requirements such as but not limited to the following:
 - i). Billing Invoice/Statement; and
 - ii). Proofs of delivery (all documents enumerated in Section IV, Item No. 11 of this TOR)
3. Payment shall be made within thirty (30) working days from submission of complete and proper documentary requirements mentioned above and all other documents, based on existing accounting and auditing laws, rules and regulation.
4. No advance payment shall be made as provided in Section 88 of Presidential Decree 1445.

IX. LIQUIDATED DAMAGES

1. The Freight Forwarder shall indemnify the Supreme Court for any loss or damage of cargo, according to applicable maritime and insurance law and government accounting and auditing rules considering that the payment rates include valuation charges for air, land or sea movement.
2. When the Freight Forwarder fails to satisfactorily pick up the cargos within seventy-two (72) hours from notice (Sec. IV [1]) or pack/deliver the cargos/shipment under the contract agreement within the specified pick-and-pack and/or delivery timeline (Sec. IV, [6.i and 6.ii]), inclusive of duly granted time extensions, if any, the freight forwarder shall be liable, for every infraction, to pay liquidated damages equivalent to one-tenth (1/10th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally picked up or delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.

X. ESTIMATED BUDGET OF THE CONTRACT

The total budget cost of contract for two (2) years is **Fifty-Eight Million One Hundred Thousand Five Hundred Fifty-Four Pesos (Php 58,100,554.00)**, inclusive of EWT of 2% and Final Withholding Tax on VAT of 5%.



The estimated freight cost per kilo per area is the ceiling for financial proposals. The total budget is just an estimate. The whole amount might not necessarily be disbursed.

XI. MODE OF PROCUREMENT

The procurement will be conducted through the government open competitive procedures specified under the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act.”

XII. EVALUATION CRITERIA

EVALUATION CRITERIA FOR FREIGHT FORWARDING SERVICE PROVIDER	PASS/FAIL
<p>1. Specific experience of the freight forwarded relevant to the assignment</p> <p>At least SEVEN (7) years continuous experience in the business of hauling, repacking/crating and delivery of the office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), books and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</p>	
<p>2. Adequacy of space/facility for repacking/crating of supplies, materials and equipment prior to delivery to end user courts.</p> <p>A secure warehouse or storage facility of at least 500 sq. m. to store and accommodate the simultaneous repacking/crating of office supplies/forms, furniture, equipment, books and other materials for distribution to the trial courts of different Regions. (Estimated space needed for the basic office supplies per region is 50 sq. m.)</p>	
<p>3. Adequacy of delivery vans and ten wheeler trucks (owned or leased)</p>	



<p>At least SEVEN (7) units of delivery vans and ten (10) wheeler trucks (owned or leased that can do simultaneous hauling and deliveries.</p>	
<p>4. Adequacy of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books and other materials all throughout the Philippines including its remote areas and islands.</p> <p>FIVE (5) AND MORE, AS NEEDED, capable and competent personnel</p>	



Section VII-A. Technical Bid Form

[Bidders must state here 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.]

This form itself must be submitted.

Recopying is not allowed and may be a ground for disqualification.

Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier

TECHNICAL REQUIREMENTS		STATEMENT OF COMPLIANCE
I. QUALIFICATION REQUIREMENTS FOR FREIGHT FORWARDER		
1	Must have at least five (5) years continuous experience in the business of hauling, repacking/crating and delivery of office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), books and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas and Mindanao, that they will service, including its remote areas and islands	
2	Must have a secure warehouse or storage facility of at least 500 sq.m. within National Capital Region (NCR) to store and accommodate the simultaneous repacking/ crating of office supplies/forms, furniture, equipment, books and other materials for distribution to the trial courts nationwide	
3	Must have at least five (5) units of delivery/container vans, five (5) units of delivery/container six wheeler trucks and five (5) units ten wheeler trucks (owned or leased) for simultaneous hauling and deliveries.	
4	Must have sufficient number of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/ crating and delivery of office supplies/forms, furniture, equipment, books and other materials all throughout the Philippines, including remote areas and islands.	



5	Must have a good track record of having undertaken a similar engagement of the same nature and nationwide scope with other government agencies and/or private entities.	
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II. SCOPE OF SERVICES

1	<p>The Freight Forwarder shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per court branch basis [as specified in the Bill of Lading/Waybill, Requisition and Issue Slip (RIS) for office supplies, Invoice and Receipt of Accountable Forms (IRAF) for accountable forms, Inventory Custodian Slip (ICS) for semi-expendable supplies, and Property Acknowledgement Receipt (PAR) for books and equipment to be provided by the Supreme Court] at the Freight Forwarder’s warehouse and delivery services of various forms, documents, furniture, equipment, books, other supplies and materials, including but not limited to those listed in Annexes “A” to “A-1” and “B” to “B-1”, to the following consignees: Regional Trial Courts, Family Courts, Metropolitan Trial Courts, Municipal Trial Court in Cities, Municipal Trial Courts, Municipal Circuit Trial Courts, Shari’a District Courts, Shari’a Circuit Courts and Office of the Clerk of Court [collectively referred to as “Trial Courts”], and Halls of Justice in Luzon, Visayas and Mindanao, through the following modes of delivery:</p> <table border="1" data-bbox="168 1231 1151 1789"> <tr> <td data-bbox="168 1231 1151 1390">Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, including remote areas and islands; and</td> </tr> <tr> <td data-bbox="168 1390 1151 1550">Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Visayas and Mindanao, including remote areas and islands; and</td> </tr> <tr> <td data-bbox="168 1550 1151 1789">Special/Urgent Delivery by Land/Sea/Air Freight freight, as speedy, efficient and practicable, from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, Visayas and Mindanao, including remote areas and islands.</td> </tr> </table>	Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, including remote areas and islands; and	Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Visayas and Mindanao, including remote areas and islands; and	Special/Urgent Delivery by Land/Sea/Air Freight freight, as speedy, efficient and practicable, from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, Visayas and Mindanao, including remote areas and islands.	
Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, including remote areas and islands; and					
Land/Sea/Air Freight – from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Visayas and Mindanao, including remote areas and islands; and					
Special/Urgent Delivery by Land/Sea/Air Freight freight, as speedy, efficient and practicable, from the Procurement Service, supplier’s warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, Visayas and Mindanao, including remote areas and islands.					
2	Each shipment shall be covered by the duly approved Bills of Lading, PAR for books and equipment, RIS for supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items issued by the Supreme Court through the Property Division, Office of Administrative Services (OAS), Office of the Court Administrator (OCA), and/or Philippine Mediation Center (PMC) and counter receipted by the Freight Forwarder by issuing pick-up receipts.				



III. OBLIGATIONS OF THE FREIGHT FORWARDER		
1	The Freight Forwarder shall pick-up the cargos at the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for Official Receipts, E-payment Receipts and other urgent matters	
2	The Freight Forwarder shall give priority to the delivery of the cargos for the Trial Courts, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.	
3	The Freight Forwarder shall ensure that the cargos are segregated and repacked/crated on a per court branch basis and in accordance with the distribution list provided by the Supreme Court.	
4	The Freight Forwarder shall exercise extraordinary diligence in the handling and delivery of supplies, accountable forms, semi-expendable supplies, furniture, equipment, books, documents and other materials to the various Trial Courts. Responsibility, including risk, will pass from the Freight Forwarder to the consignee upon receipt and acceptance of the cargos by the latter, except for items delivered which are not in conformity with what was specified in the Bill of Lading.	
5	The Freight Forwarder shall be responsible for the loading and unloading at designated places of all cargos for the Trial Courts and the processing and safekeeping of all shipping documents.	
6	The consignee's authorized representative, i.e. the Clerk of Court/Officer-In-Charge, shall check and examine the cargos in the presence of the Freight Forwarder before the consignee's authorized representative affixes his/her signature on the delivery documents.	
7	The Freight Forwarder shall ensure that all cargos delivered to the Trial Courts are complete, in order and free from damage. Damage shall include, but not limited to the following: iii. Breakage; iv. Rain and water damage; and v. Fire/heat damage.	
8	The Freight Forwarder shall ensure that all cargos reach the designated place of destination within the delivery period specified in Section VI. Schedule of Requirements.	



9	The Freight Forwarder shall coordinate with the authorized and/or designated Supreme Court personnel in the performance of their jobs.			
10	The Freight Forwarder warrants that the cargos are timely delivered to the Trial Courts during office hours and properly received by the Clerk of Court (COC) or Officer-In-Charge (OIC) of the specified court station and that the corresponding – bill of lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms; and ICS for semi-expendable items -are properly signed over printed name, with the position and date of receipt by the COC or OIC concerned. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the Freight Forwarder liable to the Supreme Court for the value of the subject cargos.			
11	The Freight Forwarder shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the Property Division, OAS, OCA, and/or PMC every second and last Friday of the month. Format of the report shall be provided by the said offices.			
12	Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned in Section IV, Item No. 10 above shall be submitted to the Property Division, OAS, OCA, and/or PMC for monitoring purposes.			
13	Within ten (10) to thirty (30) calendar days after the completion of delivery, the Freight Forwarder shall submit to the Supreme Court, as basis for payment the original and two (2) photocopies of the following: <table border="1" data-bbox="168 1574 1149 2113"><tr><td>Bills of Lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items, properly signed over printed name by the COC/OIC of the concerned consignees. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and</td></tr><tr><td>Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and vii) Name and position of the actual recipient of the shipment.</td></tr></table>	Bills of Lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items, properly signed over printed name by the COC/OIC of the concerned consignees. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and	Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and vii) Name and position of the actual recipient of the shipment.	
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14	The Freight Forwarder shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel or agents. It shall assume full responsibility therefor and the			



	Supreme Court shall be specifically released from any and all liabilities arising therefrom.					
15	The Freight Forwarder agrees to strictly follow the instructions of the Supreme Court in the performance of its obligations and responsibilities under the contract agreement.					
16	The Freight Forwarder shall detail a competent representative/s / liaison officer/s who will be responsible for the performance of its obligations under the contract and to liaise with the Supreme Court. A thirty (30) working day notice in writing shall be made to the Supreme Court in case the Freight Forwarder details another or other representative/s / liaison officer/s. A thirty (30) working day notice in writing shall also be made by the Supreme Court to the Freight Forwarder to seek the replacement of the detailed representative/s / liaison officer/s that is found to be less than competent and responsible in the performance of his/her function as such. Further, the Freight Forwarder shall ensure that proper turn-over of the Supreme Court account shall be made to their representative/s / liaison officer/s.					
17	<p>In case of any loss/damage to the cargos for the Trial Courts, the Freight Forwarder shall be liable as follows:</p> <table border="1"><tr><td>Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos</td></tr><tr><td>Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.</td></tr><tr><td>In both cases, the freight forwarder shall pay/be charged a penalty equivalent to one-tenth (1/10th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.</td></tr><tr><td>The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms, and ICS for semi-expendable items, as the case may be, in accordance with Article IV Section 4.9 under the Terms of Reference</td></tr></table>	Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos	Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.	In both cases, the freight forwarder shall pay/be charged a penalty equivalent to one-tenth (1/10 th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.	The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms, and ICS for semi-expendable items, as the case may be, in accordance with Article IV Section 4.9 under the Terms of Reference	
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Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.						
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18	The Freight Forwarder shall exercise extraordinary diligence in the performance of its obligation under this Terms of Reference, considering that not only is time of the essence, but also the sensitive nature and urgency for the cargos to be shipped and transported.	
19	The Freight Forwarder shall employ hardworking, qualified/reliable, well-behaved, honest and dedicated workers to do the services required under this Terms of Reference. It shall not employ Supreme Court/Trial Court employees to work in any category whatsoever.	

I hereby certify to comply and deliver all the above Technical Specifications and requirements:

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
TECHNICAL DOCUMENTS		
	I-2	<p>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.</p> <p style="padding-left: 40px;">The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> 1. Copies of the Contracts; and <p style="padding-left: 80px;">(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none"> 2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.) <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱29,050,277.00.</p> <p><u>Supporting Document/s:</u></p> <p style="padding-left: 40px;">The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p style="text-align: center;"><u>or</u></p> <p>Original copy of Notarized Bid Securing Declaration <i>(use Form VIII-C in Section VIII)</i></p>
	I-5	Conformity with the Schedule of Requirements <i>(Accomplish/use form in Section VI)</i>
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable <i>(use (Accomplish/use form in Section VII)</i>



	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-D in Section VIII)</i>;</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>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</p>
	I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
	I-9	Authority of the representative/signatory.
	I-10	Business Registration Certificate issued by the Securities and Exchange Commission (SEC) / Department of Trade and Industry (DTI) Permit
	I-11	Copy/ies of Transfer Certificate of Title (TCT) of Warehouse owned or Copies of contract in case of lease
	I-12	Picture/s of warehouse with measurement of floor area in square meters (sq.m.)
	I-13	Copy/ies of Official Receipts and/or Certificate of Registration of delivery vans/ ten (10)-wheeler trucks/ sixteen (16)-wheeler trucks owned or copies of contract in case of lease
	I-14	Copies of Freight Forwarding Services Contract (Government or Private) for the last three (3) years
	I-15	Undertaking under oath to provide for sufficient personnel in the implementation of the project
FINANCIAL DOCUMENTS		
	I-16	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts,</p>



		<p>including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p><i>(The NFCC shall be based on the 2021 Audited Financial Statement. Bidders shall attach the 2021 Audited Financial Statement to the NFCC Computation.)</i></p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC)</p>
Class "B" Document		
	I-17	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>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.</p>

ENVELOPE 2: FINANCIAL COMPONENT		
Checklist	INDEX TABS	
	II-1	Original of duly signed and accomplished Financial Bid Form <i>(see Form VIII-E in Section VIII).</i>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company Signature over Printed Name of Representative Date

The statement shall be supported by the following documents:

1. Copies of the Contracts*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**

**If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)*

***For private contracts, NOA or NTP shall not be required*

**FORM VIII-B**

Sample form only.

**Statement of Single Largest Completed Contract
Similar to the Contract to be Bid**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User's Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.

**FORM VIII-C**

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

***ITB No. 2022-12: Procurement of Freight Forwarding Services
to Various Trial Courts Located in the
National Capital Region and Provinces by
Private Courier for Two (2) Years***

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;



- (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____, 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder’s Authorized Representative and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.



FORM VIII-D

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, _____ [Name of Affiant], of legal age,
_____ [Civil Status], _____ [Nationality], and residing at
_____ [Address of Affiant], after having been duly
sworn in accordance with law, do hereby depose and state that:

I am the [1. sole proprietor; 2. duly authorized and designated representative]
of _____ [Name of Bidder] with office address
at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent _____ [Name of Bidder] in the bidding for the ***Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years;***

_____ [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;



_____ *[Name of Bidder]* is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted;

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(2) *If a partnership or cooperative:* None of the officers and members of _____ *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(3) *If a corporation or a joint venture:* None of the officers, directors, and controlling stockholders of _____ *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

_____ *[Name of Bidder]* complies with existing labor laws and standards;

_____ *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the ***Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years.***



_____ [Name of Bidder] did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertaking in the contract shall be sufficient grounds to constitute criminal liability for Swindling (*Estafa*) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3185 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____, Philippines.

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

**FORM VIII-E**

Sample form only.

FINANCIAL BID FORM

Date: _____
Project Identification No: _____

To: [name and address of Procuring Entity]

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents 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 or any Bid you may receive.

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



The undersigned is authorized to submit the bid on behalf of _____ *[name of 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.

Dated this _____ day of _____ 20__.

[signature and printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number



FORM VIII – F

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years <i>(Pick-up/hauling, segregation, repacking/crating and door-to-door delivery)</i> ABC: ₱58,100,554.00			
TRIAL COURTS			
REGION	TOTAL WEIGHT OF SUPPLIES (kg) for one (1) year	Rate Offer per kilo (₱) inclusive of ODA and Interisland rates, where applicable (price/KGS)	TOTAL
I. NCR	117,117	₱	₱
II. Region 1	42,042	₱	₱
III. Region 2	27,720	₱	₱
IV. Region 3	59,136	₱	₱
V. Region 4A	66,524	₱	₱
VI. Region 4B	18,942	₱	₱
VII. Region 5	34,419	₱	₱
VIII. Region 6	39,039	₱	₱
IX. Region 7	47,124	₱	₱
X. Region 8	31,416	₱	₱
XI. Region 9	30,954	₱	₱
XII. Region 10	32,109	₱	₱
XIII. Region 11	30,723	₱	₱
XIV. Region 12	32,340	₱	₱
OVERHEAD COST			
Packing materials box 17.5 x 13 x 13 (22 lb capacity per box) Quantity: 27,710			₱
SUB TOTAL for Trial Courts <i>(for Trial Courts plus Overhead Cost)</i>			₱
TOTAL for Trial Courts for Two (2) years <i>(SUB TOTAL for Trial Courts multiplied by 2)</i>			₱



PHILIPPINE MEDIATION CENTER OFFICE (PMCO)			
REGION	TOTAL WEIGHT OF SUPPLIES (kg) for one (1) year	Rate Offer per kilo (₱) inclusive of ODA and Interisland rates, where applicable (price/KGS)	TOTAL
I. NCR	3,101	₱	₱
II. Region 1	2,050	₱	₱
III. Region 2	972	₱	₱
IV. Region 3	3,154	₱	₱
V. Region 4A	2,983	₱	₱
VI. Region 4B	570	₱	₱
VII. Region 5	1,846	₱	₱
VIII. Region 6	1,310	₱	₱
IX. Region 7	1,485	₱	₱
X. Region 8	1,241	₱	₱
XI. Region 9	350	₱	₱
XII. Region 10	1,050	₱	₱
XIII. Region 11	1,450	₱	₱
XIV. Region 12	700	₱	₱
XV. Region 13	300	₱	₱
SUB TOTAL of PMCO			₱
TOTAL for PMCO for Two (2) Years (SUB TOTAL for PMCO multiplied by 2)			₱
GRAND TOTAL (inclusive of all taxes) <i>TOTAL for Trial Courts for Two (2) years PLUS TOTAL for PMCO for Two (2) Years</i>			₱
Amount in Words:			

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and in behalf of : _____



FORM VIII – G

Contract Agreement Form



**Republic of the Philippines
Supreme Court
Manila**

CONTRACT FOR FREIGHT FORWARDING SERVICES TO VARIOUS TRIAL COURTS LOCATED IN THE NATIONAL CAPITAL REGION AND PROVINCES BY PRIVATE COURIER FOR TWO (2) YEARS
(Pick-up/hauling, segregation, repacking/crating and door-to-door delivery)

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ___ day of _____ 20__ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented herein by _____, in his capacity as the Court Administrator of the Supreme Court of the Philippines, hereinafter referred to as the **“COURT;”**

-and-

_____, a business firm organized and existing in accordance with Philippine laws, with principal business address at _____ and represented by _____ in his capacity as the _____ of _____, hereinafter referred to as the **“FREIGHT FORWARDER / CONTRACTOR.”**

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on _____ an Invitation to Bid for the ***Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years.*** The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;



WHEREAS, the **FREIGHT FORWARDER / CONTRACTOR** won in the public bidding conducted by the **COURT** on _____ and was recommended by the SC-BAC-GS, in its Memorandum dated _____, to be awarded the contract for the *Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years*, which recommendation was approved by the Court *en banc* through its Resolution dated _____;

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **FREIGHT FORWARDER / CONTRACTOR** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **FREIGHT FORWARDER / CONTRACTOR** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **FREIGHT FORWARDER / CONTRACTOR**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **FREIGHT FORWARDER / CONTRACTOR**'s *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **FREIGHT FORWARDER / CONTRACTOR** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.



1.3 INCIDENTAL ITEMS. 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.

ARTICLE II SCOPE OF WORK

2.1 The Freight Forwarder shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per court branch basis [as specified in the Bill of Lading/Waybill, Requisition and Issue Slip (RIS) for office supplies, Invoice and Receipt of Accountable Forms (IRAF) for accountable forms, Inventory Custodian Slip (ICS) for semi-expendable supplies, and Property Acknowledgement Receipt (PAR) for books and equipment to be provided by the Supreme Court] at the Freight Forwarder's warehouse and delivery services of various forms, documents, furniture, equipment, books, other supplies and materials, including but not limited to those listed in Annexes "A" to "A-1" and "B" to "B-1", to the following consignees: Regional Trial Courts, Family Courts, Metropolitan Trial Courts, Municipal Trial Court in Cities, Municipal Trial Courts, Municipal Circuit Trial Courts, Shari'a District Courts, Shari'a Circuit Courts and Office of the Clerk of Court [collectively referred to as "Trial Courts"], and Halls of Justice in Luzon, Visayas and Mindanao, through the following modes of delivery:

1. Land/Sea/Air Freight – from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, including remote areas and islands; and
2. Land/Sea/Air Freight – from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Visayas and Mindanao, including remote areas and islands; and
3. Special/Urgent Delivery by Land/Sea/Air Freight freight, as speedy, efficient and practicable, from the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court, to any point of Luzon, Visayas and Mindanao, including remote areas and islands.

2.2 Each shipment shall be covered by the duly approved Bills of Lading, PAR for books and equipment, RIS for supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items issued by the Supreme Court through the Property Division, Office of Administrative Services (OAS), Office of the Court Administrator (OCA), and/or Philippine Mediation Center (PMC) and counter receipted by the Freight Forwarder by issuing pick-up receipts.



ARTICLE III EFFECTIVITY AND TERM OF SERVICE

- 3.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **FREIGHT FORWARDER/CONTRACTOR** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.
- 3.2 **DELIVERY PERIOD.** The **FREIGHT FORWARDER/CONTRACTOR** shall ensure that all cargos reach the designated place of destination within the delivery period as stated in Section 4.6 of this Contract.
- 3.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory completion of the services by the **FREIGHT FORWARDER/CONTRACTOR** and the acceptance thereof by the **COURT**, the **COURT** shall pay at the following rates:
- 3.4 **TERMS OF PAYMENT.** The **FREIGHT FORWARDER/CONTRACTOR** shall be paid in accordance with the following terms of payment:
- 3.4.1 The contractor shall be paid periodically, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding TAX on VAT of five percent (5%).
- 3.4.2 The contractor shall be paid from submission of the documentary requirements such as but not limited to the following:
- i). Billing Invoice/Statement; and
 - ii). Proofs of delivery (all documents enumerated in Section IV, Item No. 11 of this TOR)
- 3.4.3 Payment shall be made within thirty (30) working days from submission of complete and proper documentary requirements mentioned above and all other documents, based on existing accounting and auditing laws, rules and regulation.
- 3.4.4 No advance payment shall be made as provided in Section 88 of Presidential Decree 1445.

ARTICLE IV OBLIGATIONS OF THE SERVICE PROVIDER

- 4.1 The Freight Forwarder shall pick-up the cargos at the Procurement Service, supplier's warehouse and/or Supreme Court premises, upon the instruction of the Supreme Court within forty-eight (48) hours from receipt of



call/notice and within twenty-four (24) hours for Official Receipts, E-payment Receipts and other urgent matters.

- 4.2 The Freight Forwarder shall give priority to the delivery of the cargos for the Trial Courts, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.
- 4.3 The Freight Forwarder shall ensure that the cargos are segregated and repacked/crated on a per court branch basis and in accordance with the distribution list provided by the Supreme Court.
- 4.4 The Freight Forwarder shall exercise extraordinary diligence in the handling and delivery of supplies, accountable forms, semi-expendable supplies, furniture, equipment, books, documents and other materials to the various Trial Courts. Responsibility, including risk, will pass from the Freight Forwarder to the consignee upon receipt and acceptance of the cargos by the latter, except for items delivered which are not in conformity with what was specified in the Bill of Lading.
- 4.5 The Freight Forwarder shall be responsible for the loading and unloading at designated places of all cargos for the Trial Courts and the processing and safekeeping of all shipping documents.
- 4.6 The consignee's authorized representative, i.e. the Clerk of Court/Officer-In-Charge, shall check and examine the cargos in the presence of the Freight Forwarder before the consignee's authorized representative affixes his/her signature on the delivery documents.
- 4.7 The Freight Forwarder shall ensure that all cargos delivered to the Trial Courts are complete, in order and free from damage. Damage shall include, but not limited to the following:
 - i. Breakage;
 - ii. Rain and water damage; and
 - iii. Fire/heat damage.
- 4.8 The Freight Forwarder shall ensure that all cargos reach the designated place of destination within the delivery period specified below:
 - 4.8.1.1 Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex "C")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city



Provincial Capital and Key Cities (Please see attached Annex “C”)	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/court/region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex “C”)	Seven (7) working days, reckoned after the lead time for pick and pack	

4.8.1.2 Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Judicial Region (NCJR) (Please see attached Annex “C”)	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Provincial Capital and Key Cities (Please see attached Annex “C”)	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days/ court/ region
Other Municipalities: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (Please see attached Annex “C”)	Fifteen (15) working days reckoned after the lead time for pick and pack	

- 4.9 The Freight Forwarder shall coordinate with the authorized and/or designated Supreme Court personnel in the performance of their jobs.
- 4.10 The Freight Forwarder warrants that the cargos are timely delivered to the Trial Courts during office hours and properly received by the Clerk of Court (COC) or Officer-In-Charge (OIC) of the specified court station and that the corresponding – bill of lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms; and ICS for semi-expendable items -are properly signed over printed name, with the position and date of receipt by the COC or OIC concerned. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the Freight Forwarder liable to the Supreme Court for the value of the subject cargos.
- 4.11 The Freight Forwarder shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the Property Division, OAS, OCA, and/or PMC every second and last Friday of the month. Format of the report shall be provided by the said offices.
- 4.12 Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned in Section IV, Item No. 10 above shall be submitted to the Property Division, OAS, OCA, and/or PMC for monitoring purposes.



- 4.13 Within ten (10) to thirty (30) calendar days after the completion of delivery, the Freight Forwarder shall submit to the Supreme Court, as basis for payment the original and two (2) photocopies of the following:
- i. Bills of Lading, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms and ICS for semi-expendable items, properly signed over printed name by the COC/OIC of the concerned consignees. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and
 - ii. Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and viii) Name and position of the actual recipient of the shipment.
- 4.14 The Freight Forwarder shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel or agents. It shall assume full responsibility therefor and the Supreme Court shall be specifically released from any and all liabilities arising therefrom.
- 4.15 The Freight Forwarder agrees to strictly follow the instructions of the Supreme Court in the performance of its obligations and responsibilities under the contract agreement.
- 4.16 The Freight Forwarder shall detail a competent representative/s / liaison officer/s who will be responsible for the performance of its obligations under the contract and to liaise with the Supreme Court. A thirty (30) working day notice in writing shall be made to the Supreme Court in case the Freight Forwarder details another or other representative/s / liaison officer/s. A thirty (30) working day notice in writing shall also be made by the Supreme Court to the Freight Forwarder to seek the replacement of the detailed representative/s / liaison officer/s that is found to be less than competent and responsible in the performance of his/her function as such. Further, the Freight Forwarder shall ensure that proper turn-over of the Supreme Court account shall be made to their representative/s / liaison officer/s.
- 4.17 In case of any loss/damage to the cargos for the Trial Courts, the Freight Forwarder shall be liable as follows:
- 4.17.1.1 Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos; and



- 4.17.1.2 Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.
- 4.17.1.3 In both cases, the freight forwarder shall pay/be charged a penalty equivalent to one-tenth (1/10th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.
- 4.17.1.4 The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials, RIS and IRAF for accountable forms, and ICS for semi-expendable items, as the case may be, in accordance with Article IV Section 4.9 under this Terms of Reference. (new provision)
- 4.18 The Freight Forwarder shall exercise extraordinary diligence in the performance of its obligation under this Terms of Reference, considering that not only is time of the essence, but also the sensitive nature and urgency for the cargos to be shipped and transported.
- 4.19 The Freight Forwarder shall employ hardworking, qualified/reliable, well-behaved, honest and dedicated workers to do the services required under this Terms of Reference. It shall not employ Supreme Court/Trial Court employees to work in any category whatsoever.

ARTICLE V DURATION OF THE SERVICES

- 5.1 **DURATION OF THE CONTRACT.** The freight forwarding services shall be for a period for two (2) years, unless otherwise terminated earlier for cause or upon mutual agreement of the parties; Provided that, when no formal notice of termination is given by the Supreme Court to the Freight Forwarder before the lapse of the contract agreement, it is understood that the services of the Freight Forwarder is automatically extended on a month-to-month basis up to a maximum period of three (3) months upon the same terms and agreement of the contract.
- 5.2 **EXTENSION OF CONTRACT.** Request for the extension of the agreement may be made by the Supreme Court until such time that a new contract agreement is entered into by the latter with the contractor or any other forwarder, provided that in case of extension, the cost shall be in accordance with the price schedule as originally reflected in the Abstract of Quotation.



- 5.3 **AMENDMENT TO CONTRACT.** The contract agreement cannot be altered, modified, amended, changed, extended, waived or terminated except in writing and signed by both parties.
- 5.4 **EFFECTIVITY OF AMENDMENT TO CONTRACT.** Any amendment to the contract agreement, if any, shall take effect only upon mutual written consent from both parties.
- 5.5 **WARRANTY SECURITY.** The **FREIGHT FORWARDER / CONTRACTOR** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 5.6 **LICENSE TO OPERATE.** The **FREIGHT FORWARDER / CONTRACTOR** warrants that it has the necessary permit to operate and perform its undertakings under this Contract and agrees and obligates itself to comply with all rules and regulations which are or may be issued by competent authorities.
- 5.7 **COMPLIANCE WITH LAWS AND ORDINANCES.** The **FREIGHT FORWARDER/CONTRACTOR** shall comply with all laws, ordinances, rules and regulations of both the national and local governments that are applicable to and/or binding upon the parties. The **FREIGHT FORWARDER/CONTRACTOR** shall be responsible for all damages to the **COURT**, third parties, national and local governments for the non-observance of such laws, ordinances, rules and regulations. Pursuant hereof, the **FREIGHT FORWARDER/CONTRACTOR** holds the **COURT** free and harmless from all such claims and liabilities.
- 5.8 **QUALIFICATIONS OF PERSONNEL.** The **FREIGHT FORWARDER/CONTRACTOR** warrants that its employees and personnel deployed for the Project possess the necessary qualifications and training prescribed by law and by the **COURT** pursuant to this Contract.
- 5.9 **CONTROL AND SUPERVISION OVER PERSONNEL.** The **FREIGHT FORWARDER/CONTRACTOR** warrants that it shall at all times be directly responsible for the acts or conduct of its employees and personnel under its employ, for their salaries, wages or compensation and other benefits provided for under existing and applicable laws: Provided, however, that the **FREIGHT FORWARDER/CONTRACTOR's** non-compliance with the Minimum Wage Law shall be a ground for pre-termination of this Contract.



ARTICLE VI PERFORMANCE SECURITY

- 6.1 **AMOUNT AND FORM.** The **FREIGHT FORWARDER/CONTRACTOR** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.
- 6.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **FREIGHT FORWARDER/CONTRACTOR** upon the issuance of the Certificate of Completion and Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **FREIGHT FORWARDER/CONTRACTOR**, or for damages to the supplied Project or any property of the **COURT** due to the acts or negligence of the personnel of the **FREIGHT FORWARDER/CONTRACTOR**.
- 6.3 **FORFEITURE.** The failure of the **FREIGHT FORWARDER / CONTRACTOR** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.
- 6.4 **LIQUIDATED DAMAGES.** The Freight Forwarder shall indemnify the Supreme Court for any loss or damage of cargo, according to applicable maritime and insurance law and government accounting and auditing rules considering that the payment rates include valuation charges for air, land or sea movement.

When the Freight Forwarder fails to satisfactorily pick up the cargos within seventy-two (72) hours from notice (Sec. IV [1]) or pack/deliver the cargos/shipment under the contract agreement within the specified pick-and-pack and/or delivery timeline (Sec. IV, [6.i and 6.ii]), inclusive of duly granted time extensions, if any, the freight forwarder shall be liable, for every infraction, to pay liquidated damages equivalent to one-tenth (1/10th) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally picked up or delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Supreme Court.



ARTICLE V TERMINATION OF CONTRACT

- 5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.
- 5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.
- 5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI VENUE OF ACTIONS

- 6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.



**SUPREME COURT OF THE
 PHILIPPINES
 (COURT)**

(SUPPLIER)

Represented by:

Represented by:

(Authorized Representative)

SIGNED IN THE PRESENCE OF:

(Witness of Supplier)

ACKNOWLEDGMENT

Republic of the Philippines)
 City of Manila) S.S.

BEFORE ME personally appeared:

- 1) _____ with Supreme Court Identification Card No. _____; and
- 2) _____ with Identification Card No. _____

known to me to be the same persons who executed the foregoing Contract for the **Freight Forwarding Services for Two (2) Years** and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of _____ pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 20__ at the City of Manila, Philippines.

NOTARY PUBLIC

**FORM VIII – H**

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

ITB No. 2022-12: Procurement of Freight Forwarding Services to Various Trial Courts Located in the National Capital Region and Provinces by Private Courier for Two (2) Years

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier / distributor / manufacturer / contractor / consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from the bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order If I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or



- b. replacement by the winning bidder of the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

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Page No. _____;
Book No. _____;
Series of 20__.