



Republic of the Philippines
Supreme Court
Manila

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

BIDDING DOCUMENTS

**Procurement of Toner Cartridges
for Use of the Different Offices of
the Supreme Court for the
1st Semester for FY 2023**



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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 General Appropriations Act for FY 2023 (R.A. No. 11936), intends to apply the sum of **Six Million Nine Hundred Fifteen Thousand Pesos (₱6,915,000.00), inclusive of all taxes**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023 – ITB No. 2023-13***. 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 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **May 5, 2023 (Friday)** 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 **Seven Thousand Pesos (₱7,000.00)**. 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 **May 16, 2023 (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 May 16, 2023 (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 **May 30, 2023 (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 **May 30, 2023 (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/>

Sgd.
EDWIN B. ANDRADA
Vice 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 Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023*, with identification number *ITB No. 2023-13*.

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 Six Million Nine Hundred Fifteen Thousand Pesos (₱6,915,000.00), inclusive of all taxes.
- 2.2. The source of funding is the amount allotted for Supplies and Materials Expenses, under the General Appropriations Act for FY 2023 (R.A. No. 11936) pursuant to CAF No. 2023-27/PPC dated 22 March 2023.

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>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC.</p> <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Procurement of toner cartridges 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-left: 40px;">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-left: 40px;">The statement shall be supported by the following documents:</p> |
| ENVELOPE NO. 1 TECHNICAL COMPONENT | | | | | | | | | | | | | |
| CLASS "A" DOCUMENTS | | | | | | | | | | | | | |
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| TECHNICAL DOCUMENTS | | | | | | | | | | | | | |
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|------------------------------------|---|
| | <p>1. Copies of the Contracts*; and</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**</p> <p><i>*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></p> <p><i>**For private contracts, NOA or NTP shall not be required</i></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 twenty five percent (25%) of the approved budget for the contract (ABC) or ₱1,728,750.00.</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><u>Or</u></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 Form VIII-D in Section VII</i>)</p> |
| I-6-a, I-6-b, I-6-c, etc. | <p>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.</p> |
| 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 | | Certification that prospective bidder is an authorized licensee/distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal. |
| I-11 | | Certification under oath that the prospective bidder guarantees that the items offered are genuine and authentic. |
| | | FINANCIAL DOCUMENTS |
| I-12 | | <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, 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>(The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation.)</p> <p>or</p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC)</p> | | | | | | |
|-------------|---|---|------------|---------------------|------|---|------|--|
| | | <p>Class “B” Document</p> | | | | | | |
| | <p>I-13</p> | <p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p>or</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> | | | | | | |
| <p>11</p> | <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" data-bbox="342 1031 1424 1380"> <thead> <tr> <th data-bbox="342 1031 500 1131">INDEX TABS</th> <th data-bbox="500 1031 1424 1131">FINANCIAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="342 1131 500 1231">II-1</td> <td data-bbox="500 1131 1424 1231">Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td data-bbox="342 1231 500 1380">II-2</td> <td data-bbox="500 1231 1424 1380">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>) | | | | | | | |
| <p>14.1</p> | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱153,700.00 [<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</p> <p>b. The amount of not less than ₱384,250.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p> | | | | | | | |
| <p>15</p> | <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 Toner Cartridges for Use of the Different Offices of the Supreme Court
for the 1st Semester for FY 2023*

[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 30 MAY 2023 (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 Toner Cartridges for Use of the Different Offices of the Supreme Court
for the 1st Semester for FY 2023*

[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 30 MAY 2023 (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 Toner Cartridges for Use of the Different Offices of the Supreme Court
for the 1st Semester for FY 2023*

[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 30 MAY 2023 (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 May 30, 2023 (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">a. 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.b. 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.c. 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 | <p>One (1) Lot - <i>Procurement of Air-Conditioning Units for the Different Offices of the Supreme Court</i></p> |
| 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">1. 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.2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documents.3. Other 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, Supreme Court.</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 *one (1) year from the date of delivery*.

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 | No further instructions. |
| 3 | Within five (5) 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 |
| 4 | No further instructions. |
| 5 | <p>Three (3) months after acceptance by the Procuring Entity of the delivered goods or after the Goods are consumed, whichever is earlier.</p> <p>The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.</p> |



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.

| <i>Procurement of Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023</i> | | | | |
|--|-----------------------------------|------------|------------|--|
| | ITEM AND SPECIFICATION | UOM | QTY | Delivered, Weeks/Months |
| 1 | TONER CARTRIDGE, Brother TN 451BK | PC | 84 | Complete supply and delivery of the toner cartridges and drum units to the Supreme Court, within a period of fifteen (15) calendar days from receipt of the Purchase Order (manual or electronic). |
| 2 | TONER CARTRIDGE, Brother TN 451C | PC | 84 | |
| 3 | TONER CARTRIDGE, Brother TN 451M | PC | 84 | |
| 4 | TONER CARTRIDGE, Brother TN 451Y | PC | 84 | |
| 5 | TONER CARTRIDGE, Brother TN 2480 | PC | 500 | |
| 6 | TONER CARTRIDGE, Brother TN 3448 | PC | 300 | |
| 7 | DRUM UNIT, Brother DR 451CL | PC | 42 | |
| 8 | DRUM UNIT, Brother DR 2455 | PC | 150 | |
| 9 | DRUM UNIT, Brother DR 3455 | PC | 100 | |

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

[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.***

| <i>Procurement of Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023</i> | | | | |
|--|-----------------------------------|------------|------------|--------------------------------|
| | ITEM AND SPECIFICATION | UOM | QTY | Statement of Compliance |
| 1 | TONER CARTRIDGE, Brother TN 451BK | PC | 84 | |
| 2 | TONER CARTRIDGE, Brother TN 451C | PC | 84 | |
| 3 | TONER CARTRIDGE, Brother TN 451M | PC | 84 | |
| 4 | TONER CARTRIDGE, Brother TN 451Y | PC | 84 | |
| 5 | TONER CARTRIDGE, Brother TN 2480 | PC | 500 | |
| 6 | TONER CARTRIDGE, Brother TN 3448 | PC | 300 | |
| 7 | DRUM UNIT, Brother DR 451CL | PC | 42 | |
| 8 | DRUM UNIT, Brother DR 2455 | PC | 150 | |
| 9 | DRUM UNIT, Brother DR 3455 | PC | 100 | |

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 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>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: 40px;">(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 twenty five percent (25%) of the approved budget for the contract (ABC) or ₱1,728,750.00.</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 | Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal. |
| | I-11 | Certification under oath that the prospective bidder guarantees that the items offered are genuine and authentic. |
| FINANCIAL DOCUMENTS | | |
| | I-12 | <p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p><u>NFCC = [(Current Assets minus Current Liabilities) x 15] 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.</u></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>(The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation.)</p> <p><u>or</u></p> |



| | | |
|--|-------------------|---|
| | | A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC) |
| Class "B" Document | | |
| | I-13 | If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> 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. |
| 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. 2023-13: *Procurement of Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023*

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 |
|-------|--------|-----------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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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 Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023;***

_____ [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 Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023.***



_____ [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 of 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 |
|-------|--------|-----------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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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 Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023 (ABC = ₱6,915,000.00) | | | | | |
|---|--------------------------------------|------------|------------|------------------|-------------------|
| ITEM AND SPECIFICATION | | UOM | QTY | Unit Cost | Total Cost |
| 1 | TONER CARTRIDGE, Brother TN 451BK | PC | 84 | | |
| 2 | TONER CARTRIDGE, Brother TN 451C | PC | 84 | | |
| 3 | TONER CARTRIDGE, Brother TN 451M | PC | 84 | | |
| 4 | TONER CARTRIDGE, Brother TN 451Y | PC | 84 | | |
| 5 | TONER CARTRIDGE, Brother TN 2480 | PC | 500 | | |
| 6 | TONER CARTRIDGE, Brother TN 3448 | PC | 300 | | |
| 7 | DRUM UNIT, Brother DR 451CL | PC | 42 | | |
| 8 | DRUM UNIT, Brother DR 2455 | PC | 150 | | |
| 9 | DRUM UNIT, Brother DR 3455 | PC | 100 | | |
| GRAND TOTAL (inclusive of all taxes) | | | | | |
| 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 THE SUPPLY AND DELIVERY OF TONER CARTRIDGES
FOR USE OF THE DIFFERENT OFFICES OF THE SUPREME COURT FOR
THE 1ST SEMESTER FOR FY 2023***

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 her capacity as the Clerk of Court 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 “**SUPPLIER.**”

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on _____ an Invitation to Bid for the ***Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023.*** 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 **SUPPLIER** 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 supply and delivery of toner cartridges for use of the different offices of the Supreme Court for the 1st Semester for FY 2023, 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 **SUPPLIER** hereby agree on the following:



ARTICLE I CONTRACT DOCUMENTS

- 1.1 OFFICIAL BID DOCUMENTS.** The **SUPPLIER** 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 **SUPPLIER**, 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 **SUPPLIER**'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 **SUPPLIER** 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 EFFECTIVITY AND TERM OF SERVICE

- 2.1 EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** 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.
- 2.2 DELIVERY DATE.** Complete supply and supply and delivery of toner cartridges and drum units must be made to the Supreme Court within fifteen (15) calendar days from receipt of the Purchase Order.
- 2.3 CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER** and the acceptance thereof by the **COURT**, the



COURT shall pay the agreed contract price of _____
(₱_____).

ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** 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.
- 3.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.
- 3.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SUPPLIER** shall, within five (5) 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 upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security or 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.
- 4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of 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 **SUPPLIER**.



- 4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V LIQUIDATED DAMAGES

- 5.1 **LIQUIDATED DAMAGES.** The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **COURT** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

ARTICLE VI TERMINATION OF CONTRACT

- 6.1 **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**.
- 6.2 **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.
- 6.3 **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**.
- 6.4 **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 VII VENUE OF ACTIONS

- 7.1 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 Representatives)

SIGNED IN THE PRESENCE OF:

(Witnesses)

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 SUPPLY AND DELIVERY OF TONER CARTRIDGES FOR USE OF THE DIFFERENT OFFICES OF THE SUPREME COURT FOR THE 1ST SEMESTER FOR FY 2023**, and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of six (6) 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. 2023-13: Procurement of Toner Cartridges for Use of the Different Offices of the Supreme Court for the 1st Semester for FY 2023

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 |
|-------|--------|-----------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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