



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2024-26

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Negotiated Procurement under Two Failed Biddings modality for the Project, "Rental of Multi-Function Colored Printers," with an Approved Budget for the Contract of P3,450,000.00 through the authorized appropriations under the Continuing Appropriations, FY 2023 General Appropriations Act (GAA), and Multi-Year Contractual Authority No. MYCA-BMB-C-23-0000031,¹ as reflected in the Supplemental Annual Procurement Plan No. 1, CY 2024;

WHEREAS, as a background, the Invitations for Negotiated Procurement for the Project were posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, the official DBM Facebook page, and all DBM bulletin boards on August 15, 2023 and September 19, 2023, but failures of bidding were declared on September 5, 2023 under DBM-BAC Resolution No. 2023-38 and on October 10, 2023 under DBM-BAC Resolution No. 2023-51;

WHEREAS, on March 12, 2024, the third Invitation for Negotiated Procurement for the Project was posted on the PhilGEPS website, the DBM website, the official DBM Facebook page, and all DBM bulletin boards;

WHEREAS, three (3) interested bidders, namely: (i) Printcore Office Systems, Inc. (Printcore); (ii) Incline Office Solutions, Inc.; and (iii) Inkrite Ink Refilling Station (Inkrite), attended the Meeting with All Interested Bidders on March 19, 2024;

WHEREAS, during the submission and opening of the Eligibility Documents, Technical Proposals, and Best and Final Offers on April 2, 2024, two (2) bidders submitted their offers, namely: (i) Inkrite; and (ii) Printcore;

WHEREAS, after preliminary examination of the final offers, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) The submission of Inkrite as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and
- 2) The submission of Printcore as "failed" for Printcore's failure to submit a valid Secretary's Certificate;

WHEREAS, Section 30.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 partly provides that "bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as 'failed'";

¹ as revised by Multi-Year Contractual Authority No. MYCA-BMB-C-24-0000041

WHEREAS, after evaluation of the financial component of the offer of Inkrite, the DBM-BAC declared the submission of Inkrite as the Single Calculated Quotation in the amount of P1,910,160.00;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Inkrite, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Inkrite passed all the criteria for post-qualification;

WHEREAS, Section 36 of the 2016 Revised IRR of RA No. 9184 provides, among others, that a single calculated and responsive bid shall be considered for award if only one bidder meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements;

WHEREAS, Sections V.D.1(b.v) of Annex "H" of the 2016 Revised IRR of RA No. 9184 provides, among others, that the BAC shall recommend award of contract to the HOPE in favor of the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Quotation (for goods and infrastructure projects) in accordance with Section IV(L) of the same Annex;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

- 1) To declare the offer of Inkrite Ink Refilling Station for the Project, "Rental of Multi-Function Colored Printers," in the amount of P1,910,160.00 as the Single Calculated and Responsive Quotation, in accordance with Sections V.D.1(b.v) and IV(L) of Annex "H" of the 2016 Revised IRR of RA No. 9184; and

- 2) To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Inkrite Ink Refilling Station in the above-mentioned amount, in accordance with Sections 37 and IV(L) of Annex "H" of the same IRR.

ADOPTED, this 16th day of April 2024 at the Department of Budget and Management, General Solano St., San Miguel, Manila.



Digitally signed
by Jeramie Ardi
L. Simbre

JERAMIE ARDI L. SIMBRE
End-user Representative



Sheryll
Grace S.
Aromin

SHERYLL GRACE AROMIN
B.U.D.G.E.T. Representative



Digitally signed by
Dante B. De Chavez

DANTE B. DE CHAVEZ
Member



Digitally signed by
Rowel D. Escalante

ROWEL D. ESCALANTE
Alternate Member



Digitally signed
by Rosemarie D.
Pagala

ROSEMARIE D. PAGALA
Alternate Member

not present

RAMON VICENTE B. ASUNCION
Vice Chairperson



Digitally signed by
Goddes Hope O.
Libiran

GODDES HOPE O. LIBIRAN
Chairperson



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

12 5 JUN 2024

MS. BONAFLOR D. CASTRO

Inkrite Ink Refilling Station
No. 4 Balete Drive
Barangay Kaunlaran, Quezon City

Dear **Ms. Castro**:

We are pleased to inform you that the contract for the Project, "Rental of Multi-Function Colored Printers," is hereby awarded to Inkrite Ink Refilling Station in the amount of P1,910,160.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

RECEIVED BY:

MARIA TERESA T. INOC



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

MS. BONAFLOR D. CASTRO

Inkrite Ink Refilling Station
No. 4 Balete Drive
Barangay Kaunlaran, Quezon City

Dear **Ms. Castro:**

Pursuant to Section 37.2.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and as provided in the Notice of Award (NOA) which you received on June 26, 2024, you have ten (10) calendar days from receipt of the NOA to post the required performance security and enter into a contract with the Department of Budget and Management (DBM).

Further, as stated in Section 40.1¹ of the same IRR, failure to post the required performance security or enter into a contract with the DBM within the stipulated period shall cause the forfeiture of the bid security and the imposition of appropriate sanctions.

Relative to the foregoing, attached for your signature are eight (8) copies of the contract for the Project, "Rental of Multi-Function Colored Printers."

Please submit the signed contract, together with the performance security, on or before July 6, 2024, 2:00 p.m., to the DBM-BAC Secretariat or through the Central Records Division, DBM Bldg. 3, Gen. Solano St., San Miguel Manila.

Thank you.

Very truly yours,

AARON ALBERTO A. ESCALONA
Head, DBM-BAC Secretariat

RECEIVED BY:

MARIA TERESA T. INGWA

¹ 40.1. If the bidder with the LCRB, HRRB, SCRB or SRRB fails, refuses or is unable to submit the documents required under Section 37.1 of this IRR or to make good its bid by entering into a contract with the Procuring Entity or post the required Performance Security within the period stipulated in this IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in this IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

08 JUL 2024

MS. MARIA TERESA T. INGCO

Inkrite Ink Refilling Station

No. 4 Balete Drive

Barangay Kaunlaran, Quezon City

Dear **Ms. Ingco**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Rental of Multi-Function Colored Printers," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

I acknowledge receipt and acceptance of this Notice on July 16, 2024

Name of Authorized Representative: MARIA TERESA T. INGCO

Signature: _____

CONTRACT No. 2024-33
RENTAL OF MULTI-FUNCTION COLORED PRINTERS

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of JUL 16 2024 20____ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called "the Entity") of the one part and **INKRITE INK REFILLING STATION** of Quezon City, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Rental of Multi-Function Colored Printers, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Million Nine Hundred Ten Thousand One Hundred Sixty Pesos (P1,910,160.00) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of One Million Nine Hundred Ten Thousand One Hundred Sixty Pesos (P1,910,160.00) or such other sums as may be ascertained, **INKRITE INK REFILLING STATION** agrees to deliver the Rental of Multi-Function Colored Printers in accordance with its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the corresponding appropriations for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

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


AMENAH F. PANGANDAMAN
Secretary

for:

**DEPARTMENT OF BUDGET
AND MANAGEMENT**


MARIA TERESA T. INGCO
Authorized Representative

for:

INKRITE INK REFILLING STATION

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of **CITY OF MANILA**, Philippines on this _____ day of **JUL 16 2024**, 2024 personally appeared the following:

NAME	VALID ID	VALID UNTIL
AMENAH F. PANGANDAMAN	DBM ID No. 4126	12/2024
MARIA FRANCESCA M. DEL ROSARIO	DBM ID No. 5008	12/2024
MARIA TERESA T. INGCO	UMIP 0033-6005146-6	—

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Rental of Multi-Function Colored Printers was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of **JUL 16 2024**, 2024.

Doc. No **228** ;
Page No **47** ;
Book No **2** ;
Series of 2024.

TENEESEE ANNE L. MENGULLO
Notary Public - Manila
Commission Serial No.: 2023-158 (Until Dec. 31, 2024)
Roll No. 79527 IBP OR No.: 381943 / 12-30-23 / Pasig
PTR No.: 1545942 / 1-10-24 / Manila
Department of Budget and Management
General Solano St., San Miguel, Manila
MCLE Compliance No. VM-0007268

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

ITEM NO.	DESCRIPTION	QUANTITY/ UNITS	DELIVERY SCHEDULE
1	Rental of Multi-Function Colored Printers for twenty-four (24) months	42	
	For Deployment	41	Within sixty (60) calendar days upon receipt of the Notice to Proceed (NTP)
	Spare	1	Within forty-eight (48) hours from the receipt of notice from the Administrative Service (AS)
2	Provision of printers' ink refills and other consumables	1 lot	Within twenty-four (24) hours upon receipt of written/verbal notice from the AS
3	Provision of service unit or repair of defective printer units	As needed	
4	The supplier shall conduct a pre-implementation meeting with DBM representatives	1	The pre-implementation meeting shall be conducted within fifteen (15) calendar days from receipt of the NTP
5	The supplier shall provide an on-site or virtual orientation, depending on the applicable health protocols, for DBM employees (at least one (1) representative from each Bureau/Service/Office) on the use of the multi-function colored printers	1	The orientation shall be conducted on-site or virtually within 30 calendar days from receipt of the NTP

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

** The quantity or units reflected above is for bidding purposes only. During contract implementation, the DBM-AS may adjust the actual number of units for deployment, as the need arises. In such case, a corresponding adjustment in the actual amount payable, on a monthly basis, shall be applicable, as may be warranted, but shall not go beyond the contract amount.

*** Estimated volume is around **6,800 prints per printer per month**. Monthly rental cost shall be fixed and shall in no case be a reason for the Supplier to charge extra cost once the DBM exceeded the estimated volume of prints per printer per month.

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 any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specifications	Bidder’s Statement of Compliance
I. Rental of Multi-Function Colored Printers (see attached Annex “A” [Detailed Technical Specifications], item 2.0)	
II. Multi-Function Colored Printer Requirements (see attached Annex “A” [Detailed Technical Specifications], item 3.0)	
III. Service Standards and Condition (see attached Annex “A” [Detailed Technical Specifications], item 4.0)	
IV. Service Level Agreement (see attached Annex “A” [Detailed Technical Specifications], item 5.0)	
V. Warranties of the Supplier (see attached Annex “A” [Detailed Technical Specifications], item 6.0)	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Detailed Technical Specifications

1.0 Project Title

Rental of Multi-Function Colored Printers

2.0 Rental of Multi-Function Colored Printers

The Supplier shall provide forty-two (42)¹ units of brand new or remanufactured multi-function colored printers for twenty-four (24) months.

- Forty-one (41) units are for deployment in the DBM Central Office, while one (1) unit as a spare. Payment shall be made on a monthly basis based on the actual number of deployed multi-function colored printers and the submission of monthly billing.

For remanufactured multi-function colored printers, the date of manufacture must not be earlier than CY 2021.

3.0 Multi-Function Colored Printer Requirements

Each machine must be able to handle an unlimited number of prints² and must have the following minimum requirements:

- a. Must have the following functionalities -
 - Print
 - Copy
 - Scan
- b. Printing Capabilities
 - 10 page/image per minute print speed (ipm/ppm) (A4, Black, ISO 24734)
 - 5 page/image per minute print speed (ipm/ppm) (A4, Color, ISO 24734)
 - Auto-duplex printing
 - Print quality of 1200 x 1200 dot per inch (dpi)
- c. Copying Capabilities
 - Copy speed of 16 copy per minute (black)
 - Auto fit or fit to page functionality

¹ The reflected quantity is for bidding purposes only. During contract implementation, the DBM-AS may adjust the actual number of units for deployment, as the need arises. In such case, a corresponding adjustment in the actual amount payable, on a monthly basis, shall be applicable, as may be warranted, but shall not go beyond the contract amount.

² Estimated volume is around 6,800 prints per printer per month. Monthly rental cost shall be fixed and shall in no case be a reason for the Supplier to charge extra cost once the DBM exceeded the estimated volume of prints per printer per month.

- d. Scanning Capabilities
 - Flatbed and Automatic Document Feeder (ADF)
 - Scan Resolution of 1200 dot per inch
 - Scan File Format (JPEG, TIFF, PDF, BMP, PNG)
- e. Other Requirements
 - Connectivity/Interface (LAN (RJ45), Wireless and USB)
 - Paper handling capacity (100 sheet input tray, 30 sheet output tray)
 - Paper/Media Sizes Supported (A4, Letter, B5, A6, DL envelope and Legal)
 - Compatible Operating System (Windows 7, 8 and 10) 32 bit or 64 bit
 - Control Panel Display
 - Power Source (220 to 240 VAC 50/60 Hz)

4.0 Service Standards and Conditions

- a. The Supplier shall conduct a pre-implementation meeting with the DBM representatives within fifteen (15) calendar days from the receipt of NTP so that all the necessary preparations and other implementation matters are discussed and finalized.
- b. The Supplier shall provide an on-site orientation for DBM employees (at least one [1] representative from each Bureau/Service/Office in the Central Office) on how to use the multi-function colored printers within thirty (30) calendar days from receipt of the NTP. Schedule should be discussed during pre-implementation meeting.
- c. The Supplier shall cover the delivery and installation of all printers in the DBM Central Office, at no additional cost, subject to actual number of deployment.

The Supplier shall strictly follow the minimum health and safety protocols being implemented by the DBM.

- d. The Supplier shall deploy at least one (1) technician to repair defective printer machine/s. Response time shall be within four (4) hours from verbal or written notice by the AS-GSD.
- e. Repair and/or replacement of defective parts/units shall be made within twenty-four (24) hours from the receipt of notice from the AS-GSD, at no additional cost to the DBM.

Printers which cannot be repaired must be replaced with a service unit of the same or higher specifications within twenty-four (24) hours from assessment. The Supplier may also use the spare unit as a service/replacement unit but in no case should be a reason not to deliver the required number of spare units indicated in this bidding documents once requested by the AS-GSD.

- f. The Supplier shall regularly replenish or replace all the inks and consumables to maintain the good operational conditions of the printers, at no additional cost to the DBM.
- g. The Supplier shall conduct a monthly maintenance check and cleaning of all the deployed printers in the DBM. Maintenance schedule shall be submitted to the AS on the initial date of deployment.

5.0 Service Level Agreement

The DBM shall maintain a Service Level Agreement with the Supplier, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due or may become due to the Supplier, including their posted securities or warranties.

Component	Description	Liquidated Damages
Provision of Multi-Function Colored Printers	Provision of forty-two (42) units of multi-function colored printers, of which forty-one (41) units are for deployment, while one (1) unit is considered as a spare, which should be readily available as the need arises	1/10 th of 1% of the undelivered portion of the contract for every day of delay
Provision of replacement unit or repair of the existing unit	As indicated under item 4.0 of this DTS for the whole duration of the contract	4.5% reduction in the monthly payables per unit for every day a unit is unusable and/or for every day of delay of the replacement/repair *Note: computed as monthly cost divided by 22 days

6.0 Warranties of the Supplier

- a. At the commencement of contract implementation, the Supplier must have secured and maintained, at its own expense, all necessary registrations, licenses, and/or permits as required by laws, rules, and regulations. The Service Provider shall likewise comply with all pertinent laws, rules, and regulations.
- b. The Supplier warrants that it shall strictly conform and follow the terms and conditions indicated in this DTS.
- c. The Supplier warrants that all technical staff assigned to support the DBM, particularly the technician/s, are qualified to provide the required deliverables in the contract.

- d. The Supplier warrants that all technical staff assigned to support the DBM shall take all necessary precautions for the safety of all personnel and properties of the DBM.
- e. The Supplier warrants that no part of the contract is being assigned or subcontracted to any third-party entity.
- f. The Supplier shall be responsible and liable for:
 - The cost of repair/replacement due to damages caused by its own staff to any of the DBM property while conducting its activities
 - Any work-related accident or illness inflicted by and to their own personnel or any DBM employee during contract implementation

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 2016 Revised 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.

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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

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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be 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.”</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 the Director of the Administrative Service (AS).</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; and 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.

	<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>
	<p>Packaging</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be in accordance with item 2.0 of Annex “A” (Detailed Technical Specifications).</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE
CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)

THIS IS TO CERTIFY THAT

INKRITE INK REFILLING STATION

4 BALETE DRIVE BRGY KAUNLARAN ,
Quezon City , Metro Manila , NCR , Philippines

is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 09-Oct-2009 pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that **INKRITE INK REFILLING STATION** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective Bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
2. the veracity of the statements and information contained therein;
3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it an evidence that the Bidder has passed the post-qualification stage; and
4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

This Certificate is valid until 09-Jun-2024

Issued this 31st day of May 2023.

This is a system generated certificate. No signature is required.



Documentary Stamp Tax Paid Php 30.00
Certificate Reference No: 200910289581467802946
Amended Date as of January 18, 2024 2:08 PM

REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*



Certificate Reference No: 200910289581467802946

Amended Date as of January 18, 2024 2:08 PM

Page 2 of 3

¹Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

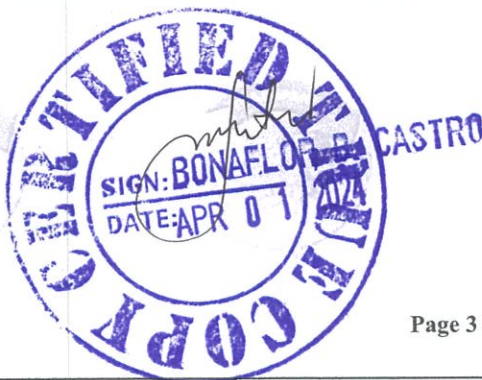
List of Eligibility Documents

of

INKRITE INK REFILLING STATION

4 BALETE DRIVE BRGY KAUNLARAN ,
Quezon City , Metro Manila , NCR , Philippines

DTI Certificate	DTI Certificate Number : 2019591 Issued By / Signatory : RAMON M. LOPEZ Registration Date : 28-Jul-2020 Expiration Date : 19-Aug-2025
Mayors Permit	Expiration Date : 16-Jan-2025 Permit Number : 13006733 Place of Issue : QUEZON CITY Issued By / Signatory : MA. MARGARITA T. SANTOS, DPA Issuance Date : 16-Jan-2024
Tax Clearance	Expiration Date : 17-Apr-2024 TCC Number : 07A-040-04-17-R0807-2023-M Issued By / Signatory : DR. ALICE S.A. GONZALES, CPA Issuance date : 17-Apr-2023
Audited Financial Statement	Date of Filing : 24-Apr-2023 Current Asset : 101,353,904.00 Total Asset : 139,878,420.00 Current Liabilities : 18,189,563.00 Total Liabilities : 23,802,565.00 Name of Auditor : GLENARD R. BETANIO BIR RDO Code : 040
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :



Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started
[shall be submitted with the Bid]

Business Name: INKRITE INK REFILLING STATION
Business Address: 4 BALETE DR. BARANGAY KAUNLARAN, QUEZON CITY

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
Climate Change Commission / Mr. Bon Ivan Calumay / 8353.8494 / calumaybi.ccc@gmail.com	Feb. 22, 2024	Early Procurement of Lease Of Printing Services (Photocopying Machine and Printer)	Printers and Toners	₱ 669,000.00	₱ 597,869.61	Feb.22, 2024
<u>Private</u>						
MEZZA RESIDENCES CONDOMINIUM CORP. / Ms. Joan Maglente / 0945.635.8380 / mezza1.admin@greenmist.ph	August 01, 2023	Printer On Loan Contract	Printer On Loan Contract	₱ 192,000.00	₱ 63,466.57	August 01, 2023
SP ONE SOURCE SOLUTIONS INC. /Mr. Lloyd Bernardo / 0917.585.5228 / Lloyd.Bernardo@sp1ssi.com.ph	July 24, 2023	Printer On Loan Contract	Printer On Loan Contract	₱ 603,000.00	₱ 329,525.00	July 24, 2023
FUJI ELECTRIC PHILS. INC. / Mr. Jomari Conti/88446183 loc.520 / jomari-conti@fujielectric.com	Feb. 16, 2023	Printer On Loan Contract	Printer On Loan Contract	₱ 1,648,929.12	₱ 822,174.38	Feb. 16, 2023

Submitted by : Bonafior D. Castro
(Printed Name and Signature)
Designation : Sales Account Manager
Date : April 01, 2024

- Instructions:
- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bidded) up to April 1, 2024.
 - ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
 - iv. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of**

confidentiality clauses are required to be disclosed. It is likewise good to clarify that the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder’s client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).



Statement of Single Largest Completed Contract
which is Similar in Nature
[shall be submitted with the Bid]

Business Name: INKRITE INK REFILLING STATION

Business Address: 4 BALETE DR. BARANGAY KAUNLARAN, QUEZON CITY

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance *	End User's Acceptance or Official Receipt(s) Issued for the Contract
AEON FANTASY GROUP PHILIPPINES INC. / Mr. Raymond Apostol / 0917.542.9428 / rapostol@aeonphilippines.com.ph	Jan. 01, 2023	Printer On Loan Contract	Printers	₱ 1,979,100.00	April 01, 2024	End User's Acceptance

Submitted by : 
Bonaflor D. Castro
(Printed Name and Signature)

Designation : Sales Account Manager

Date : April 01, 2024

Instructions:

- a. 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 following requirements:
 - i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **OR**
 - ii. at least two (2) similar contracts:
 - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; **AND**
 - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- b. The SLCC should have been completed (i.e., accepted) within the period of **April 2, 2019 to April 1, 2024**.
- c. The similar contract for this Project shall refer to the rental of multi-function printers or photocopying machines, either colored or monochrome. If the rental of multi-function printers or photocopying machines, either colored or monochrome, forms part of a bigger contract, only the cost component of the rental of multi-function printers or photocopying machines, either colored or monochrome, shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.
- d. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check **compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**"

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that **"even contracts that include non-disclosure agreements or**

confidentiality clauses are required to be disclosed. It is likewise good to clarify that the requirement refers to a “statement” to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts.”

- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder’s client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

A handwritten signature in black ink, appearing to be 'C. J. B. S.', located in the bottom right corner of the page.

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BID SECURING DECLARATION

Project Identification No.: DBM-2024-47

To: DEPARTMENT OF BUDGET AND MANAGEMENT
DBM Building III, General Solano St.
San Miguel, 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 procurement 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 No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated 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 22 MAR 2024 day of QUEZON CITY [month] [year] at [place of execution]


BONAFLOR D. CASTRO
Sales Account Manager
Affiant

SUBSCRIBED AND SWORN to before me this 22 MAR 2024 day of QUEZON CITY,
Philippines.

Affiant/s is/are personally known to me and was/were identified by me through competent
evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Witness my hand and seal this 22 MAR 2024 day of _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

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Book No. XXXII
Series of 2024

ATTY. VINCENT ANGELO P. CALARA, MBA
NOTARY PUBLIC FOR AND IN QUEZON CITY
AM ADM. NOT.COMM. NP-030 UNTIL 12-31-24
IBP OR NO. 400541/1-4-24 PTR O.R. 5545436D-2024/1-4-24
ROLL NO. 71528 TIN NO. 436-893-822-000
MCLE Comp. No. VII-0008758 until 4/14/2025
17 BROADWAY AVENUE, MARIANA, QUEZON CITY

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

ITEM NO.	DESCRIPTION	QUANTITY/ UNITS	DELIVERY SCHEDULE
1	Rental of Multi-Function Colored Printers for twenty-four (24) months	42	Within sixty (60) calendar days upon receipt of the Notice to Proceed (NTP)
	For Deployment	41	
	Spare	1	
2	Provision of printers' ink refills and other consumables	1 lot	Within twenty-four (24) hours upon receipt of written/verbal notice from the AS
3	Provision of service unit or repair of defective printer units	As needed	
4	The supplier shall conduct a pre-implementation meeting with DBM representatives	1	The pre-implementation meeting shall be conducted within fifteen (15) calendar days from receipt of the NTP
5	The supplier shall provide an on-site or virtual orientation, depending on the applicable health protocols, for DBM employees (at least one (1) representative from each Bureau/Service/Office) on the use of the multi-function colored printers	1	The orientation shall be conducted on-site or virtually within 30 calendar days from receipt of the NTP

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

** The quantity or units reflected above is for bidding purposes only. During contract implementation, the DBM-AS may adjust the actual number of units for deployment, as the need arises. In such case, a corresponding adjustment in the actual amount payable, on a monthly basis, shall be applicable, as may be warranted, but shall not go beyond the contract amount.

*** Estimated volume is around **6,800 prints per printer per month**. Monthly rental cost shall be fixed and shall in no case be a reason for the Supplier to charge extra cost once the DBM exceeded the estimated volume of prints per printer per month.

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

INKRITE INK REFILLING STATION
Name of Company/Bidder

BONAFLO D. CASTRO
Signature Over Printed Name of Representative

APRIL 01, 2024
Date

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Specifications	Bidder's Statement of Compliance
I. Rental of Multi-Function Colored Printers (see attached Annex "A" [Detailed Technical Specifications], item 2.0)	COMPLY
II. Multi-Function Colored Printer Requirements (see attached Annex "A" [Detailed Technical Specifications], item 3.0)	COMPLY
III. Service Standards and Condition (see attached Annex "A" [Detailed Technical Specifications], item 4.0)	COMPLY
IV. Service Level Agreement (see attached Annex "A" [Detailed Technical Specifications], item 5.0)	COMPLY
V. Warranties of the Supplier (see attached Annex "A" [Detailed Technical Specifications], item 6.0)	COMPLY

I hereby certify to comply with all the above Technical Specifications.

INKRITE INK REFILLING STATION

Name of Company/Bidder


BONAFIOR D. CASTRO

Signature Over Printed Name of Representative

APRIL 01, 2024

Date

Omnibus Sworn Statement
[shall be submitted with the Bid]

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


AFFIDAVIT

I, BONAFLOR D. CASTRO, of legal age, Married, Filipino, and residing at No. 66 Annville Subdivision, Sto. Rosario, Maysan, Valenzuela City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of INKRITE INK REFILLING STATION with office address at No. 4 Balete Drive, Barangay Kaunlaran, Quezon City.
2. As the owner and sole proprietor, or authorized representative of **INKRITE INK REFILLING STATION**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **RENTAL OF MULTI-FUNCTION COLORED PRINTERS** of the **DEPARTMENT OF BUDGET AND MANAGEMENT**, as shown in the attached duly notarized Special Power of Attorney;
3. INKRITE INK REFILLING STATION 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;
4. 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;
5. INKRITE INK REFILLING STATION is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, procurement agent if engaged, 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;
7. INKRITE INK REFILLING STATION complies with existing labor laws and standards; and
8. INKRITE INK REFILLING STATION is aware of and has undertaken the 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. Making 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 **RENTAL OF MULTI-FUNCTION COLORED PRINTERS**.
9. INKRITE INK REFILLING STATION 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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings 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. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 MAR 2024 day of _____, 20____ at QUEZON CITY Philippines.


BONAFIOR D. CASTRO
Sales Account Manager
Affiant

SUBSCRIBED AND SWORN to before me this 22 MAR 2024 day of _____ at QUEZON CITY Philippines.

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Witness my hand and seal this 22 MAR 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____


Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

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Page No. 37
Book No. XXXII
Series of 24


ATTY. VINCENT ANGELO CALARA, MBA
NOTARY PUBLIC FOR AND IN QUEZON CITY
AM ADM. NOT.COMM. NP-030 UNTIL 12-31-24
IBP OR NO. 400541/1-4-24 PTR OR 5315436D-2024/1-4-24
ROLL NO. 71528 TIN NO. 436-893-822-000
MCLE Comp. No. VII-0008758 until 4/14/2025
17 BROADWAY AVENUE, MARIANA, QUEZON CITY

SPECIAL POWER OF ATTORNEY

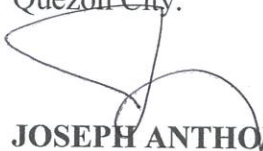
KNOW ALL MEN BY THESE PRESENTS:


I, **JOSEPH ANTHONY NUBLA LUNA/INKRITE INK REFILLING STATION** Filipino citizen/s, of legal age, married with residences and postal address at No. 25 4th Street, New Manila Quezon City do hereby name, constitute and appoint **MS. BONAFLOR D. CASTRO** of legal age, married, with residences and postal address at No. 66 Annville Subdivision Sto. Rosario, Maysan, Valenzuela City OR **MS. MARIA TERESA T. INGCO** of legal age, married, with residences and postal address at 183 N.S Amoranto St. Barangay Paang Bundok, Quezon City to be my true and lawful Attorney-In-Fact for me in my name, place and stead, to perform the following acts:

1. To sign, execute and transact on behalf of INKRITE INK REFILLING STATION for Bidding purposes.
2. To sign, execute and transact on behalf of INKRITE INK REFILLING STATION for Contract Signing and /or other documents.

HEREBY GRANTING AND GIVING unto my said ATTORNEY-IN-FACT full necessary power and authority to do and perform any and every act requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could, if personally present and acting in person HEREBY RATIFYING AND CONFIRMING all that my said Attorney-In-Fact may also do or cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hands this **22 MAR 2024** day of _____ 2024, in Quezon City.


JOSEPH ANTHONY N. LUNA
Managing Proprietor
INKRITE INK REFILLING STATION


BONAFLOR D. CASTRO
Attorney-In-Fact


MARIA TERESA T. INGCO
Attorney-In-Fact

Republic of the Philippines)
QUEZON CITY) S.S

BEFORE ME, personally appeared:

Name

JOSEPH ANTHONY N. LUNA	PASSPORT No.	P7686407B
BONAFLOD D. CASTRO	TIN No.	159-779-128
MARIA TERESA T. INGO	SSS No.	33-6005146-6

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

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

Notary Public

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Page No. 37 ;
Book No. XXXI ;
Series of 2024

ATTY. VINCENT ANGELO P. CALARA, MBA
NOTARY PUBLIC FOR AND IN QUEZON CITY
AM ADM. NOT.COMM. NP/130 UNTIL 12-31-24
IBP OR NO. 400541/1-4-24 PTR O.R. 5545436D-2024/1-4-24
ROLL NO. 71528 TIN NO. 436-893-822-000
MCLE Comp. No. VII-0008758 until 4/14/2025
17 BROADWAY AVENUE, MARIANA, QUEZON CITY

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : April 01, 2024

Project Identification No. : DBM-2024-47

To: DEPARTMENT OF BUDGET AND MANAGEMENT
DBM Building III, General Solano St.
San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Rental of Multi-Function Colored Printers** in conformity with the said PBDs for the sum of **One Million Nine Hundred Ten Thousand One Hundred Sixty Pesos (₱ 1,910,160.00)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

Particulars	Quantity (A)	AMOUNT IN PESOS		
		Monthly Unit Cost (B)	Total Monthly Cost (C = A*B)	Total Cost (D = C x 24)
Rental of Multi-Function Colored Printers	42 ¹	₱ 1,895.00	₱ 79,590.00	₱ 1,910,160.00
Total Bid Amount				₱ 1,705,500.00
Add: 12% VAT				₱ 204,660.00
Total Bid Amount (Inclusive of Tax)				₱ 1,910,160.00

If our Bid is accepted, we undertake:

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

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

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

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

The undersigned is authorized to submit the bid on behalf of **INKRITE INK REFILLING STATION** as evidenced by the attached **Special Power of Attorney**.

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

¹ The quantity or units reflected above is for bidding purposes only. During contract implementation, the DBM-AS may adjust the actual number of units for deployment, as the need arises. In such case, a corresponding adjustment in the actual amount payable, on a monthly basis, shall be applicable, as may be warranted, but shall not go beyond the contract amount.



Name: Bonaflor D. Castro

Legal capacity: Sales Account Manager

Signature: _____

Duly authorized to sign the Bid for and behalf of: INKRITE INK REFILLING STATION

Date: April 01, 2024

(Revised 1988)

OFFICIAL RECEIPT OF THE REPUBLIC OF THE PHILIPPINES



No 5911228 Q

BUREAU, OFFICE, PROVINCE, CITY/MUNICIPALITY

DATE OF RECEIPT

DBM July 2, 2024

For Inkrite Ink Refilling Station

NATURE OF COLLECTION

FUND AND
CLASS

AMOUNT

Payment of Performance Bond for the project Rental of Multi-Function Colored Printers

95,508.00

TOTAL

Amount in Words

Ninety Five thousand five hundred eight pesos only

Received

- ☐ Cash
☐ Treasury Warrant
☒ Check
☐ Money Order

Treasury Warrant, Check, Money Order Number

0000305790

Date of Treasury Warrant, Check, Money Order

6/28/2024

RECEIVED the amount stated Above

RAMIL S. SALAMIDA

COLLECTING OFFICER

NOTE: Write the number and date of this receipt on the back of treasury warrant, check or money order received.

"Ipakita sa mundo, umaasenso na tayo".

DEPARTMENT OF BUDGET AND MANAGEMENT

Bids and Awards Committee

Supplier Information

Company Name:

INKRITE INK REFILLING STATION

Name of Authorized Representative:

Ms. Maria Teresa T. Ingo

Official Email Address:

teresaingo@inkrite.biz

Contact Nos.:

0932-3144247 - 8705-1271 to 92

Project Name:

Rental of Multi-Function Colored Printers

Performance Bond - affix

ACCOUNT NO

00-000-000000-0

MANAGER'S CHECK

VALID WITHIN 180 DAYS FROM DATE OF ISSUANCE

DEPARTMENT OF BUDGET AND MANAGEMENT

PAY TO THE
ORDER OF

PESOS

PESO Ninety Five Thousand Five Hundred Eight

DATE

06-28-2004

CHECK No

0000305793

BRSTN
01041
1566

DOCUMENTARY STAMPS PAID



LRT 2 AURORA BRANCH
G/F MARSK BUILDING, AURORA BOULEVARD
CORNER BALETE DRIVE, QUEZON CITY

***** Not Over PHP. 95,508.00 *****
// We allow the electronic clearing of this check and hereby waive the presentation for payment of this original to UnionBank.

⑈0000305793⑈01041⑈1566⑈000000000000000000⑈000



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

12 5 JUN 2024

MS. BONAFLOR D. CASTRO

Inkrite Ink Refilling Station
No. 4 Balete Drive
Barangay Kaunlaran, Quezon City

Dear **Ms. Castro**:

We are pleased to inform you that the contract for the Project, "Rental of Multi-Function Colored Printers," is hereby awarded to Inkrite Ink Refilling Station in the amount of P1,910,160.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

RECEIVED BY:

MARIA TERESA T. INOC



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

MS. BONAFLOR D. CASTRO

Inkrite Ink Refilling Station
No. 4 Balete Drive
Barangay Kaunlaran, Quezon City

Dear **Ms. Castro:**

Pursuant to Section 37.2.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and as provided in the Notice of Award (NOA) which you received on June 26, 2024, you have ten (10) calendar days from receipt of the NOA to post the required performance security and enter into a contract with the Department of Budget and Management (DBM).

Further, as stated in Section 40.1¹ of the same IRR, failure to post the required performance security or enter into a contract with the DBM within the stipulated period shall cause the forfeiture of the bid security and the imposition of appropriate sanctions.

Relative to the foregoing, attached for your signature are eight (8) copies of the contract for the Project, "Rental of Multi-Function Colored Printers."

Please submit the signed contract, together with the performance security, on or before July 6, 2024, 2:00 p.m., to the DBM-BAC Secretariat or through the Central Records Division, DBM Bldg. 3, Gen. Solano St., San Miguel Manila.

Thank you.

Very truly yours,

AARON ALBERTO A. ESCALONA
Head, DBM-BAC Secretariat

RECEIVED BY:

MARIA TERESA T. INGWA

¹ 40.1. If the bidder with the LCRB, HRRB, SCRB or SRRB fails, refuses or is unable to submit the documents required under Section 37.1 of this IRR or to make good its bid by entering into a contract with the Procuring Entity or post the required Performance Security within the period stipulated in this IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in this IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.