



Republic of the Philippines
 Department of Finance
INSURANCE COMMISSION
 1071 United Nations Avenue
 Manila



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS registered suppliers to participate and submit their quotation for the **One (1) Year Lease of Five (5) Units Multi-Functional Photocopying Machines for the Insurance Commission (IC)**, subject to the conditions stated in the Terms of Reference (TOR):

NAME OF PROJECT	One (1) Year Lease of Five (5) Units Multi-Functional Photocopying Machines for the IC
REFERENCE NO. /PR NO.	2023-04-095
LOCATION	IC Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT	Negotiated Procurement – Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)
APPROVED BUDGET FOR THE CONTRACT (ABC)	Five Hundred Forty Thousand Pesos (Php540,000.00) inclusive of applicable charges and taxes
DELIVERY PERIOD	Within ten (10) calendar days upon receipt of Notice to Proceed
DEADLINE OF SUBMISSION OF QUOTATION/S	24 April 2023 / 12:00NN

The duly accomplished and signed **REPLY SLIP**, including the required documents as enumerated therein, **must be submitted personally not later than 12:00NN, 24 April 2023** to the Administrative Division – Property and Supply Section through the following:

Contact persons: Ms. Jenina Roussel A. Vergara, IC Administrative Officer II
 Ms. Paulette G. Delgado, IC Administrative Officer III

Office Address: Second Floor, IC Building,
 1071 United Nations Avenue, Ermita, Manila

Telephone Nos.: (02) 8523-8461 local 120

E-mail: ira.vergara@insurance.gov.ph /
pg.delgado@insurance.gov.ph

ATTY. ALBERT LAWRENCE A. VINZON
 IC Division Manager
 Administrative Division

Manila, 19 April 2023

TERMS OF REFERENCE

One (1) Year Lease of Five (5) Units Multi-Functional Photocopying Machines for the IC (Ref. No. 2023-04-095)

I. Scope of Work and Job Specifications

Lease of Multi-Functional Photocopying Machines with Specifications, as follows:

Item	Specification/Details
1. General Specifications:	
	Brand new or newly factory remanufactured/non-surplus multi-functional paper copier device (copier, network printer and scanner), monochrome digital type, with back-to-back feature
	If remanufactured, it should be certified remanufactured by the original equipment manufacturer.
	With LCD display, user friendly, and with capability to deliver clear high-quality copies
	Guaranteed Monthly Usage: 40,000 copies combined volume of five (5) copiers; scanner yield entails no cost and will not be billed
	Warm up time is 35 seconds or less
	Fixing: heated roller fixing
	Density control: automatic and manual
	Paper Handling: minimum of 500 sheets/tray with minimum of 2 trays; 1 by-pass tray with minimum capacity of 100 sheets
	Paper handling trays must be able to accommodate A5 to A3
	Print Function Memory Capacity: Minimum of 2GB
	Must have a locking mechanism supplied i.e. manual key lock, coding pin lock, etc. and capable of user-specific key-in password which can be used to monitor per user print out/volume
	The machine must have a feature which automatically tracks copy, print, and scan usage for each user. The feature, which can prevent unauthorized access to the features of the machine, can be enabled or disabled.
	<u>The existence of the machine will be reckoned not from the last date of remanufacturing, but from the original date when the machine was produced</u>
	<i>For newly remanufactured machine, the units to be supplied should be in existence for only three (3) years or less from the manufacturing date as of the date of submission of quotation and the maximum number of meter reading should not exceed 600,000 copies per unit.</i>
	Electrical Requirements: A/C 220-240 V , 50/60 Hz

	Capable of automatic tray switching when the current tray is emptied; and identifying and reproducing media size and for appropriate size
	Repair and/or replacement of defective parts shall be made within twenty-four (24) hours from notice, free of charge or at no cost to the IC.
	Machines which cannot be repaired must be replaced with a new unit with the same specifications within twenty-four (24) hours from assessment.
2. Copier Specifications:	
	Copying and printing speed: minimum of 35-36 image or page per minute or less, with up to 600 x 600 dpi output resolution
	Output paper size: A5 to A3
	Reduction/enlargement: 25% to 400%
	Automatic Document Feeder: 110-130 sheets
	With Electronic Sorting & Collating
	Copy paper: regular or special paper (transparencies); 60 gsm up to 220gsm
	Copy system: laser / LED electronic transfer
	First copy output time: 4.0-4.5seconds or less
3. Scanner Specifications:	
	Type: Colour Scanner
	Scanning Speed: 45-55 opm
	Scanning Resolution: 60x600dpi
	Connectivity: Ethernet 100BASE-TX/10BASE-T
	Scan Destinations: Scan to Folder, Scan to PC/Server (using FTP/SMB protocol), Scan to E-mail, Scan to USB)
4. Printer Specifications:	
	Continuous Print Speed: 35-36ppm
	Print Resolution: 600x600dpi
	Printer Language: Standard PCL6, PCL5e
	Operating System: Windows, Mac
	Connectivity: Ethernet 100BASE-TX/10BASE-T
5. Duplex Automatic Document Feeder	
	Capacity: 110 sheets
	Original Paper Size: Max:A3, 11x17"x Min: A5
	Output Paper Weight: 60-220 gsm
6. Service Package:	
	Service Response Time: within 2 hours from call
	Maximum Resolution Time: Within 24 hours
	Provision of Service Unit: Within 48 hours
	Full replacement: Within 72 hours
	Maintenance: once a month
	Online support: 24 hours/ 7days a week
	Training: Unlimited
7. Others:	
	Included in the package: unlimited consumables (toner, drum, etc) and parts

	The photocopying machines to be deployed should have a Trusted Platform Module or TPM or equivalent. In all cases, prior to pull out from the agency premises of any machine, documents and information that belong to IC must be erased permanently and removed from the machine hard drive or storage/s, to be witnessed by a qualified IC technical personnel.
	Provision of table if desktop type photocopying machine
	Total billing charges is computed by multiplying the actual total number of copies reproduced less 2% spoilage and test copies by the rental rate.
	Price is inclusive of Value Added Tax and machine insurance
	Genuine toners and parts used in re-charging supplies
	<u>Waived:</u> <ul style="list-style-type: none"> - Delivery/Installation charge - Security/Refundable deposit - Interest for overdue unpaid rentals and/or charges
	<u>Installation immediately upon delivery</u>
	<u>Billing Cycle:</u> Monthly

II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of **Five Hundred Forty Thousand Pesos (PhP540,000.00)** inclusive of 12% VAT and all other applicable taxes and charges.
2. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.
3. Price validity must be for a period of thirty (30) days from submission of quotation.
4. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the IC. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
5. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

Monthly payment

6. Monthly payment shall only be made based on monthly guaranteed usage per machine and actual copies yield within five (5) working days upon receipt of the company/supplier's billing statement.
7. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

8. Any amount under this Agreement or Terms of Reference are inclusive of all applicable taxes and charges.

III. GENERAL CONDITIONS

1. All entries in the **Reply Slip must be duly signed by the supplier/dealer or its duly authorized representative.**
2. **A Certified True Copy** of the suppliers/dealer's valid PhilGEPS Registration Number/Certificate, including an original copy of the duly notarized Omnibus Sworn Statement (template attached), shall be attached to the Reply Slip upon submission.
3. The duly accomplished and signed **Reply Slip, including the required documents enumerated therein, must be submitted personally not later than 12:00 NN, 24 April 2023** to the Administrative Division – Property and Supply Section through the following:

Ms. Jenina Roussel A. Vergara, IC Administrative Officer II
ira.vergara@insurance.gov.ph

Ms. Paulette G. Delgado, IC Administrative Officer III
pg.delgado@insurance.gov.ph

4. For verification/validation purposes, the bidder with the lowest calculated quotation **shall be subject to post-qualification and are required to present the original copies of the documentary requirements enumerated in the Reply Slip, as necessary:**
 - a. Valid PhilGEPS Registration Number/Certificate;
 - b. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
 - c. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
 - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
 - e. Latest Income/Business Tax Return (ITR).
5. **The IC reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.**

IV. SPECIAL CONDITIONS

Qualification of Supplier

1. The supplier/bidder must be a holder of a valid business license/s issued by relevant government agencies and must be duly registered with the PhilGEPS.

Delivery of Services

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Brand new or newly factory remanufactured/ non-surplus multi-functional paper copier device (copier and network printer and scanner), monochrome digital type, with back-to-back feature with certificate of remanufacturing by the original equipment manufacturer with provision of table for desktop type machines	5	5	<i>Within ten (10) calendar days upon receipt of Notice to Proceed</i>
2	Minimum number of back-up toner cartridge for each machine (excluding the ones installed on the machine upon delivery)	2	10	<i>Within ten (10) calendar days upon receipt of Notice to Proceed</i> and must be regularly replenished no longer than 2 days after report
3	On-site training on the operation and administration of the machine	(As may be required by the Lessee)	(As may be required by the Lessee)	(As may be required by the Lessee)

Limitation of Liability

2. Subject to the Insurance Commission's obligation to pay the price due to the Supplier, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Terms of Reference (TOR) or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price.

Termination

3. The agreement between the Insurance Commission and the Supplier shall be effective upon its approval by the former and acceptance by the latter, and shall continue, unless terminated sooner or until the completion date.
4. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party so to do.
5. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Miscellaneous

6. The failure of either party to enforce its rights based on the agreement under this TOR at any time for any period shall not be construed as a waiver of such rights.
7. If any part, term, or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
8. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least five (5) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
9. It is understood that all the relevant provisions of the Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, and its 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under this TOR.
- 10.



ATTY. ALBERT LAWRENCE A. VINZON
IC Division Manager
Administrative Division

REPLY SLIP

Name of Supplier : _____
Address : _____
Business Registration No. : _____
Tax Identification No. : _____
PhilGEPS Registration No. : _____

After having carefully read and accepted the terms and conditions in the Terms of Reference (TOR) for the Small Value Procurement (SVP) for the **One (1) Year Lease of Five (5) Units Multi-Functional Photocopying Machines for the IC (Ref. No. 2023-04-095)** , I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Monthly Cost</i>	<i>Total Amount</i>
<p>One (1) Year Lease of Five (5) Units Multi-Functional Photocopying Machines for the IC (Ref. No. 2023-04-095)</p> <p><u>Guaranteed Monthly Usage:</u> 40,000 copies combined volume; scanner yield entails no cost and will not be billed</p> <p><u>General Specifications:</u></p> <ol style="list-style-type: none"> 1. Brand new or newly factory remanufactured/non-surplus multi-functional paper copier device (copier and network printer and scanner), monochrome digital type, with back-to-back feature 2. If remanufactured, it should be certified remanufactured by the original equipment manufacturer 3. with LCD display, user friendly, and with capability to deliver clear high-quality copies 4. Paper Handling: with minimum of 2 trays; 1 by-pass tray 5. Paper handling trays must be able to accommodate A5 to A3 sizes 6. Print Function Memory Capacity: Minimum of 2GB 7. Must have a locking mechanism supplied i.e. manual key lock, coding pin lock, etc. Capable of user-specific key-in password which can be used to monitor per user print out/volume 8. The machine must have a feature which automatically tracks copy, print, and scan usage for each user. 	1 lot		

<p>The feature, which can prevent unauthorized access to the features of the machine, can be enabled or disabled</p> <p>9. <u>The existence of the machine will be reckoned not from the last date of remanufacturing, but from the original date when the machine was produced</u> <i>If machine is newly remanufactured, the units to be supplied should be in existence for only three (3) years or less from the manufacturing date as of the date of submission of quotation and the maximum number of meter reading should not exceed 600,000 copies per unit</i></p> <p>10. Electrical Requirements: A/C 220-240 V, 50/60 Hz, 6A</p> <p>11. Capable of automatic tray switching when the current tray is emptied; and identifying and reproducing media size and for appropriate size</p>			
<p>Note: Total cost should not exceed Approved Budget of the Contract (ABC) of Five Hundred Forty Thousand Pesos only (PhP540,000.00), inclusive of all applicable taxes, fees, and other charges.</p>			

In compliance with the TOR, the original copy of the Notarized Omnibus Sworn Statement (using prescribed template/format) is enclosed together with the Reply Slip.

Certified True Copies of the following documents are likewise enclosed:

1. Valid PhilGEPS Registration Number/Certificate;
2. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
3. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
4. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
5. Latest Income/Business Tax Returns (ITR).

Signature Over Printed Name of Supplier/
Authorized Representative
Position: _____
Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [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;**

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or 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, 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;

[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;

[If a corporation or 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;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* 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 *[Name of the Project]*.
9. *[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.
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 ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]