



Republic of the Philippines
Supreme Court
Manila

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

BID BULLETIN No. 2

*Procurement of Service Provider of Photocopier Machines
for the Supreme Court for Three (3) Years*

Notice is hereby given of the revisions in the bidding documents upon consultation with the representative of the end-user:

1. Section III. Bid Data Sheet

ITB Clause	
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or in any form of bid security in an amount not less than the required percentage of the ABC and subject to conditions as stated below:</p> <ol style="list-style-type: none">1. the amount of ₱809,632.53 (or 2% of the ABC), if the bid security is in cash, cashier's / manager's check, bank draft / guarantee, or irrevocable letter of credit issued by a universal or commercial bank;2. the amount of ₱2,024,081.33 (or 5% of the ABC), if the bid security is in surety bond, callable on demand and issued by the GSIS or by bonding companies accredited by the Supreme Court.

2. Section VI. Schedule of Requirements

“Complete supply, delivery and installation of the photocopying machines within forty-five (45) calendar days from the signing of the Contract.”



3. Section VII. Technical Specifications

TERMS OF REFERENCE

SERVICE PROVIDER OF PHOTOCOPIER MACHINES FOR THE SUPREME COURT OF THE PHILIPPINES

OBJECTIVE:

To be able to provide photocopier machines to the key and vital offices of the Supreme Court of the Philippines and cater to their document requirements, such as but not limited to, reproduction, duplication, scanning and printing of written, drawn and printed documents with the least cost in the most effective, efficient and innovative way.

SCOPE OF WORK AND DELIVERABLES:

1. The Service Provider, as a condition for the acceptance of the machines, must submit a manufacturer's certification that the machines identified by model and serial number are brand new and unused; and that the machines were manufactured within one (1) year from the date of certification with the following basic specifications:
 - a. Digital machines which can reproduce long, non-stop runs of multi-page sets;
 - b. Must have a reduction and enlargement features (25% to 400%);
 - c. Must have an Exposure Control which adjust the range of lightness and/or darkness depending on the document requirements;
 - d. **Must be able to address the size and speed requirement properly depending upon the volume of documents reproduced by an Office, i.e. at least 50 copies per minute for a medium machine and at least 60 copies per minute for a high volume machine;**
 - e. Must have at least four (4) paper feed trays to accommodate up to A3 size of paper;
 - f. Must have an automatic document feeder capable of back-to-back copying, scanning and printing;
 - g. Capable of electronic sorting, back-to-back copying, scanning and printing;
 - h. Initial warm-up time requirement of high volume machine (capable of producing 100,000 copies or more) shall not exceed to two (2) minutes;
 - i. Designed, engineered, and marketed as being capable of routinely producing photocopies throughout the applicable volume range as specified;
 - j. High volume machines shall have a finisher and stapling capability;
 - k. Must possess the standard of four (4) paper trays and other accessories as normally supplied in the industry.
 - l. If a Finisher is required by an Office, it must be capable to provide stapling capability, as well as, a 2 or 3-hole punch option, folding and trimming options with automatic sorting options.
 - m. The Service Provider must be able to provide an option for the Court to avail Photocopier Machines which can print, scan and copy *COLORED* reproductions, as may be required by the Court.



- n. The Brand to be supplied by the Service Provider should have a market presence in the Philippines of at least ten (10) years, and should have been manufactured by an ISO 9001 or ISO 9002 Factory as to where it is manufactured. A certified true copy of ISO Certification must be presented by the Service Provider to show proof of such.
- 2. Proof of ownership of the equipment, such as receipts, importation papers, if there is any, and/or similar documents must be presented to the Committee.
- 3. The Service Provider undertakes to provide operators for the two (2) high volume machines assigned at the Office of the Clerk of Court *en banc* and on-call technicians for all units.
- 4. To meet the changing needs, the Court, reserves the right to request addition and/or reduction of the number of units deployed in the Court; and/or upgrade or downgrade of the same, as the need arises.
- 5. The Service Provider shall replace units which cannot be repaired and are not in good working condition within eight (8) hours after the service. In case of failure to replace/repair within the aforesaid period, the Service Provider shall be charged as liquidated damages of delay in the amount of Php5,000.00/day/unit. The liquidated damages shall be automatically deducted from their Performance Bond and/or any payment due to the Service Provider without any need of demand and/or notice from the Court.
- 6. The Service Provider must specify the right features of the photocopier machines which they intend to supply, its multi-function features, size and speed issues, paper capacity, output features-sorters/finishers, rate per copy and other features at the time of the proposal. An actual demonstration may be required by the Committee to properly exhibit these features.
- 7. The Service Provider must conduct an onsite training in batches to be determined by the SC – Office of Administrative Services (SC-OAS), for the different offices of the Court within ten (10) working days upon signing of the contract and provide a User’s Manual to each of the offices.
- 8. The initial requirement is for ninety-four (94) units to be installed in various offices of the Supreme Court (see Annex A for Distribution List).**

CONTRACT PRICE:

The total Contract Price shall not exceed the amount of Forty Million Four Hundred Eighty-One Thousand Six Hundred Twenty-Six Pesos & 56/100 (₱40,481,626.56), inclusive of all applicable taxes.

MINIMUM TECHNICAL SPECIFICATIONS

MEDIUM VOLUME

BRAND NEW MEDIUM VOLUME PHOTOCOYING MACHINE	
FUNCTIONS	<ul style="list-style-type: none"> a. Copy b. Print c. Scan d. Scan to USB Memory e. USB Memory Direct Print f. Network Print (i.e. primary connection is wired with capability to connect on



	<p>wireless capable of connecting simultaneously at least 5 to 10 wireless network devices)</p> <p>g. With 100 sheets Reversing Single Pass Feeder</p> <p>h. With Automatic Back-to-Back Copy (Duplexing)</p> <p>i. With Sorting and Collating</p>
COPY SPEED	Minimum of 45 copies per minute
PRINT SPEED	Minimum of 45 copies per minute
SCAN SPEED	45 Originals per minute
PAPER SIZES	Letter (8.5” x 11”), Legal (8.5” x 13”), A3, A4 & A5
PAPER CAPACITY	<p>a. Paper Feed cassette trays can accommodate at least 1,000 sheets</p> <p>b. Multi-bypass trays</p> <p>c. At least four (4) paper feed trays to accommodate up to A3 size of paper</p>
PRINT RESOLUTION	1200 x 1200 dpi
COPY RESOLUTION	1200 x 1200 dpi
SCAN RESOLUTION	600 x 600 dpi
SCAN OUTPUT FORMAT	TIFF, PDF, searchable PDF, compact PDF, JPEG
ZOOM RANGE	At least 25% to 400% Resolution and Enlargement features
WARM-UP TIME	20 seconds or less
FIRST COPY OUTPUT TIME	7.0 seconds
Multiple Copy	999

HIGH VOLUME

BRAND NEW HIGH VOLUME PHOTOCOYING MACHINE	
FUNCTIONS	<p>a. Copy</p> <p>b. Print</p> <p>c. Scan</p> <p>d. Scan to USB Memory</p> <p>e. USB Memory Direct Print</p> <p>f. Network Print (i.e. primary connection is wired with capability to connect on wireless capable of connecting simultaneously at least 5 to 10 wireless network devices)</p> <p>g. With 150 sheets Duplex Single Pass Feeder</p> <p>h. With Automatic Back-to-Back Copy (Duplexing)</p> <p>i. With Sorting and Collating</p> <p>j. Inclusive of Staple Wires</p>
COPY SPEED	Minimum of 60 copies per minute
PRINT SPEED	Minimum of 60 copies per minute
SCAN SPEED	60 Originals per minute for both two-sided and one-sided originals
PAPER SIZES	Letter (8.5” x 11”), Legal (8.5” x 13”), A3, A4 & A5
PAPER CAPACITY	<p>a. With Paper Feed Cassette trays that can accommodate at least 2,000 sheets</p> <p>b. Multi-bypass trays</p> <p>c. At least four (4) paper feed trays to accommodate up to A3 size of paper</p>
PRINT RESOLUTION	1200 x 1200 dpi
COPY RESOLUTION	1200 x 1200 dpi



SCAN RESOLUTION	600 x 600 dpi
SCAN OUTPUT FORMAT	TIFF, PDF, searchable PDF, compact PDF, JPEG
ZOOM RANGE	At least 25% to 400% Resolution and Enlargement features
FINISHER	50 Sheets
WARM-UP TIME	Less than 30 seconds
FIRST COPY OUTPUT TIME	7.0 seconds
Multiple Copy	999

PROPOSED RATES:

Description	Rate
Black Print (regardless of paper size)	Php 1.25 per page
Colored Print (regardless of paper size)	Php 4.00 per page
Finisher – Stapling Option	Php 0.50
Finisher – 2-hole Punch Option	Php 0.50
Finisher – 3-hole Punch Option	Php 0.50

EVALUATION CRITERIA:

The evaluation of bids for this project shall be using a Point System.

1. The bids shall be individually measured based on the proposed rates, and shall be given equivalent points, to wit:

- (a) Black Print (regardless of paper size)
 - i. Lowest calculated bid - 10 points
 - ii. 2nd lowest calculated bid - 8 points
 - iii. 3rd lowest calculated bid - 6 points
 - iv. 4th lowest calculated bid - 4 points
 - v. 5th lowest calculated bid - 2 points

or more
- (b) Colored Print (regardless of paper size)
 - i. Lowest calculated bid - 10 points
 - ii. 2nd lowest calculated bid - 8 points
 - iii. 3rd lowest calculated bid - 6 points
 - iv. 4th lowest calculated bid - 4 points
 - v. 5th lowest calculated bid - 2 points

or more
- (c) Finisher – Stapling Option
 - i. Lowest calculated bid - 10 points
 - ii. 2nd lowest calculated bid - 8 points
 - iii. 3rd lowest calculated bid - 6 points
 - iv. 4th lowest calculated bid - 4 points
 - v. 5th lowest calculated bid - 2 points

or more
- (d) Finisher – 2-hole Punch Option
 - i. Lowest calculated bid - 10 points
 - ii. 2nd lowest calculated bid - 8 points
 - iii. 3rd lowest calculated bid - 6 points
 - iv. 4th lowest calculated bid - 4 points
 - v. 5th lowest calculated bid - 2 points

or more
- (e) Finisher – 3-hole Punch Option
 - i. Lowest calculated bid - 10 points
 - ii. 2nd lowest calculated bid - 8 points
 - iii. 3rd lowest calculated bid - 6 points



- iv. 4th lowest calculated bid - 4 points
- v. 5th lowest calculated bid - 2 points
or more

2. The points earned from the abovementioned criteria will be summed up. The bidder who will get the highest number of points will be declared the winning bidder.
3. The bidder/s with a score of below 30 points is/are automatically disqualified.

DELIVERY AND INSTALLATION:

The Service Provider shall undertake to complete the delivery and installation of all the required units **within forty-five (45) calendar days** from the signing of the Contract. Two rejections of deliveries for non-compliance with specification/s shall be grounds for blacklisting of the Service Provider. When date of delivery falls on a Saturday/Sunday/Holiday, delivery must be done on the next business day.

OPERATION:

The units shall be operational upon delivery, operates satisfactorily and produces acceptable copy quality at the desired level required by the Court. The Service Provider must maintain service reports on the units and must provide the Court with copies of reports whenever requested. If the units produce poor quality copies or consistently requires service, other than preventive maintenance, the units shall be replaced with an equivalent unit or better at the Court's request at no extra charge.

The Service Provider is required to provide the Court with detailed data concerning the contract at the completion of each contract year at the request of the Court at other times. The Court reserves the right to audit the Service Provider's records to verify the data. This data may include, but not limited to, copier model number, copier identification number, copy volume (monthly, quarterly and annually), downtime and response/repair time, and a complete service call record for the units.

SPOILAGE:

Two percent (2%) of the actual number of copies made shall be considered spoilage and shall be deducted from the amount payable by the Court.

SUPPLIES:

The Contract is a supply-inclusive contract. The Service Provider shall provide the supplies needed (genuine toners, developers, spare parts, etc.) to operate the photocopying machines. The Service Provider shall maintain at all times within the Court's premises such supplies sufficient for two (2) months.

UPGRADES:

The Service Provider shall upgrade the outdated units every time there is a new model or make that is made available in the market. In no case shall it reduce the existing features of the units to be upgraded. No additional cost to the Court will result from this action.

MAINTENANCE AND SERVICE:

1. Maintenance and repair service for all the units installed under the contract must be available from 8:00am to 4:30pm, Monday to Friday, or as the need arises;
2. Within thirty (30) minutes of a service call to the Service Provider, a service technician is required to call and inform the office concerned that he/she has been notified and the time he/she will respond to their call.



3. Service completion time shall not be more than eight (8) working hours from the time the service call is placed.
4. The Service Provider shall replace units which cannot be repaired and are not in good working condition within eight (8) hours after the service call.
5. The Service Provider is responsible for furnishing all parts and supplies at no additional cost to the Court.
6. Copies produced during service calls will not be billed to the Court. Service technicians must record the beginning and ending copy counts when performing service.
7. The invoice must reflect an adjustment, by individual machine, for service copies on a monthly basis.

MONTHLY INVOICES AND PAYMENTS:

The Service Provider will be required to obtain monthly copy counts. Said monthly copy counts must be verified and counter-signed by the office concerned, and shall be submitted together with other document requirements for payment.

An invoice will be submitted on a monthly basis, in arrears, for the actual number of copies produced. The invoice will contain the following information: office location, copier identification number, copier model number, beginning copy count, ending copy count, number of service copies made, number of spoilage, number of copies produced by the unit and total amount being charged. In the event that there is discrepancy between the anticipated invoice amount and the actual invoice, payment terms shall be effective starting on the date the discrepancy is discovered/resolved.

PERIOD AND CONDITIONS OF THE CONTRACT:

1. The Contract for Leasing of the Photocopier Machines shall be for a period of three (3) years, from effectivity date, subject to renewal / extension as agreed by the parties.
2. Every after expiration of the Contract, in case the current Service Provider is retained, a brand new and unused unit/s shall be deployed by the Service Provider regardless of its current and actual conditions.
3. To guarantee faithful performance of the obligations, the Service Provider shall submit a Performance Bond executed in favor of the Court either in cash, manager's check or cashier's check, or surety bond callable on demand and issued by the Government Service Insurance System (GSIS) or by any of the bonding companies accredited by the Supreme Court. However, the liabilities of the Service Provider shall not be limited to the amount of the said bond, it being understood that the Service Provider shall be liable to the full extent of the loss or damage, which the Court may suffer as a consequence.
4. The Court shall have the right to blacklist the Service Provider in case of non-compliance with and/or violation of the provisions of the Contract.
5. In cases of discrepancy between the Contract and this Terms of Reference, the latter shall prevail at all times.

PRE-TERMINATION OF THE CONTRACT:

1. The Contract for the Leasing of Photocopier Machines may be terminated by the Court for failure of the Service Provider to comply with the terms and conditions stipulated therein and by any other circumstances and/or court issuances which may deem the services unnecessary or inoperable.



2. The Service Provider shall be liable to liquidated damages equivalent to 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 shall rescind the contract, without prejudice to other courses of action and remedies open to it.
3. The Court shall have the right to blacklist the Service Provider in case of pre-termination.

CONFIDENTIALITY CLAUSE:

- The Service Provider shall hold and maintain confidential all materials, processes, data and other related information which shall come into its possession or knowledge in connection with this Contract or its performance.
- The Service Provider shall immediately turn over to the Court after completion or termination of this contract, all materials, processes, data and other information related thereto, without need of demand.
- The Service Provider shall automatically DELETE all files and information stored in the Photocopier Machine Hard Drives prior to Court turn-over to the Service Provider. Said deletion activity must be supervised by an officer and/or representative from their respective offices.
- The Service Provider shall be jointly and severely liable for damages that may be caused the Court for any breach hereof caused by its employees, agents, suppliers and other parties related to it.

INSTITUTIONAL ARRANGEMENT:

1. ALL MATTERS pertaining to this Contract, unless otherwise stated, shall be directly coordinated with the SC-PPC, through the SC-Office of Administrative Services (SC-OAS).

Prospective bidders are advised to get a copy of the bid bulletin and the revised forms from the Secretariat.

Further, in view of the resumption of procurement activities, the following is the schedule of procurement activities for the above-mentioned project:

<i>Procurement Activity</i>	<i>Date & Time</i>	<i>Venue</i>
Deadline of Submission of Bids	September 14, 2020 (Monday) 2:00 P.M.	Office of ACA Lilian C. Barribal-Co, Ground Floor, Supreme Court Old Bldg., Padre Faura St., Ermita, Manila
Opening of Bids	September 15, 2020 (Tuesday) 2:00 P.M.	Supreme Court *via videoconferencing

Bidders may submit their respective bids personally or by mail to the above-mentioned office. Kindly coordinate with the Secretariat for the submission of bids.

However, pursuant to the Supreme Court Workplace Protocol, bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application. The following rules shall be observed:



- a. Bidders are required to indicate in its bid envelope the e-mail address that they will use in accessing the video conference. Thus, the bid envelope shall comply with the following format:

<p style="text-align: center;">BID FOR THE <i>Procurement of Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years</i></p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p> <p style="text-align: center;">HON. LILIAN C. BARRIBAL-CO Chairperson SUPREME COURT BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (SC-BAC-GS)</p> <p style="text-align: center;">DO NOT OPEN BEFORE 02:00 p.m., 15 September 2020</p> <p>Check one:</p> <p><input type="checkbox"/> Original Bid <input type="checkbox"/> Copy No. 1 <input type="checkbox"/> Copy No. 2</p>

- b. Only one (1) e-mail address is required and shall be submitted by the 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 immediately after submission and receipt of the bids by the Secretariat.
- d. 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.
- e. The opening of the bids shall be conducted using the blended mode of videoconferencing and actual face to face meeting. Named members of the Committee 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 Committee shall be in attendance through videoconferencing to ensure transparency of the proceedings.
- f. Interested bidders may still purchase the bidding documents on or before September 11, 2020.

Please be guided accordingly.

September 4, 2020

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