



Republic of the Philippines  
Supreme Court  
Manila

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

**BIDDING DOCUMENTS**

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



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## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.



**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.



**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

1. The **Supreme Court**, through the General Appropriations Act on the year the expense will be incurred, intends to apply the sum of **Sixty Five Million Six Hundred Sixty Two Thousand Nine Hundred Two Pesos and 29/100 (₱65,662,902.29)**, inclusive of all applicable taxes, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years – ITB No. 2024-02***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **February 23, 2024 (Friday)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Six Thousand Five Hundred Pesos (₱26,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a Pre-Bid Conference on **March 5, 2024 (Tuesday), 1:00 p.m.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. In order to participate in the Pre-Bid



Conference, interested bidders shall send a letter of intent (via electronic mail) containing the names and email addresses of interested participants **on or before March 5, 2024 (Tuesday), 10:00 a.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.

7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **March 19, 2024 (Tuesday), 10:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **March 19, 2024 (Tuesday), 1:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
Bids and Awards Committee for Goods and Services  
(SC-BAC-GS) Secretariat  
Office of Assistant Court Administrator Lilian C. Barribal-Co  
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.  
e-mail: *bacgs.sc@judiciary.gov.ph*; *scbacgs2010@gmail.com*  
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:  
*<https://sc.judiciary.gov.ph/bids-and-awards/>*

**Sgd.**

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





## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Supreme Court of the Philippines*, wishes to receive Bids for the *Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years*, with identification number *ITB No. 2024-02*.

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

### **2. Funding Information**

- 2.1. The GOP through the source of funding as indicated below in the amount of Sixty Five Million Six Hundred Sixty Two Thousand Nine Hundred Two Pesos and 29/100 (₱65,662,902.29), inclusive of all applicable taxes.
- 2.2. The source of funding is the General Appropriations Act on the year the expense will be incurred per Certificate of Availability of Funds dated October 12, 2023.

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.





- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.



## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);



- ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.



## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.



## 20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



Section III. Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Procurement of a service provider of photocopier machines</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	<p>Subcontracting is not allowed.</p>												
10	<p><b>Instructions regarding indexing of Eligibility and Technical Components:</b></p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be <b>indexed</b> as follows:</p> <table><tr><td colspan="2"><b>ENVELOPE NO. 1</b> <b>TECHNICAL COMPONENT</b></td></tr><tr><td></td><td><b>CLASS “A” DOCUMENTS</b></td></tr><tr><td><b>INDEX TABS</b></td><td><b>LEGAL DOCUMENTS</b></td></tr><tr><td>I-1</td><td><p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p><p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p></td></tr><tr><td></td><td><b>TECHNICAL DOCUMENTS</b></td></tr><tr><td>I-2</td><td><p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p></td></tr></table>	<b>ENVELOPE NO. 1</b> <b>TECHNICAL COMPONENT</b>			<b>CLASS “A” DOCUMENTS</b>	<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>		<b>TECHNICAL DOCUMENTS</b>	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p>
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	<p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"><li>1. Copies of the Contracts; <b>and</b></li><li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</li></ol> <p>❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></p> <p>❖ <i>For private contracts, NOA or NTP shall not be required</i></p> <p>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></p> <p><i>(See sample <b>Form VIII-A</b> in Section VIII)</i></p>
I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱32,831,451.15.</p> <p>For this purpose, contracts similar to the Project shall be for the procurement of a service provider of photocopier machines, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample <b>Form VIII-B</b> in Section VIII)</i></p>
I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><b><u>Or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use <b>Form VIII-C</b> in Section VIII</i>)</p>
I-5	<p>Conformity with the Schedule of Requirements, (<i>Accomplish/use form in Section VI</i>)</p>





	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable ( <i>use (Accomplish/use form in Section VII-A)</i> )
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (<i>use Form VIII-D in Section VIII</i>);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p><b>and</b> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	<p>Company profile, which shall include information on the:</p> <ol style="list-style-type: none"><li>Number of years in the business, which must be <b><u>at least five (5) years</u></b></li><li>List of its officers</li><li>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</li></ol> <p><i>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</i></p>
	I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties
	I-10	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.



	I-11	Proof of ownership of the equipment, such as receipts, importation papers if there is any and/or similar documents
		<b>FINANCIAL DOCUMENTS</b>
	I-12	<p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);</p> <p>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>❖ <i>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></p> <p>❖ <i>The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation. Failure to attach the 2022 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></p> <p>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2022 Audited Financial Statement.</i></p> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱6,566,290.23.</p>
		<b>Class “B” Document</b>
	I-13	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <p>a. Filipino ownership or interest of the JV concerned shall be at least 60%; and</p> <p>b. JV Partner who will receive the payment in case the contract is awarded to the JV.</p> <p><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p>



		<div><div><div>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</div><div>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</div><div>c. JV partner who will receive the payment in case the contract is awarded to the JV.</div></div><div><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></div></div>						
11	<div><div>Instructions regarding indexing of financial documents:</div><div>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</div></div> <table><tr><th>INDEX TABS</th><th>FINANCIAL DOCUMENTS</th></tr><tr><td>II-1</td><td>Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td></tr><tr><td>II-2</td><td>Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)</td></tr></table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i> )	
INDEX TABS	FINANCIAL DOCUMENTS							
II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).							
II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i> )							
14.1	<div><div>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</div><div><div>a. The amount of not less than ₱1,313,258.05 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</div><div>b. The amount of not less than ₱3,283,145.12 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</div></div></div>							
15	<div><div>Instructions re: Sealing and Marking of bids:</div><div>Each bidder shall submit <b>three (3) copies</b> of the technical and financial components of its bid: <b>one (1) certified true copy of the original documents</b> and <b>two (2) photocopies thereof</b>.</div><div>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</div></div>							





17	<p>Bid opening shall be conducted at <b>1:00 p.m.</b> on <b>19 March 2024 (Tuesday)</b> within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none"><li>Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.</li><li>Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.</li><li>The access link for the video conference will be sent to the declared e-mail address.</li></ol> <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	<p>One (1) Lot - <b><i>Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years</i></b></p>
20.2	<p>For purposes of post-qualification, the <b>Procuring Entity</b> requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none"><li>The latest <b>income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS)</b>: <b>Note:</b> The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</li><li>Valid and subsisting <b>Platinum Certificate of PhilGEPS Registration with Annex “A” documents</b></li><li>Certificate of at least Satisfactory Performance Rating for the submitted Single Largest Completed Contract</li><li>At least two (2) certificates of at least Satisfactory Performance Rating from previous or current clients, preferably government clients</li><li>Other appropriate licenses and permits required by law</li></ol>



## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]} or Framework Agreement* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.





Section V. Special Conditions of Contract

GCC Clause	
1	<p>Refer to Section VI. Schedule of Requirements and other provisions if any to be determined by the Proponent.</p> <p>The Supplier is required to provide all the goods and services as specified in Section VI. Schedule of Requirements and Section VII (Technical Specifications / Term of Reference).</p>
2	Refer to Section VII. Technical Specifications / Terms of Reference
3	<p>Within five (5) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security, which may either be in cash or a manager's/cashier's check or a bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank, equivalent to five percent (5%) of the total amount of the contract price; or a surety bond equivalent to thirty percent (30%) thereof, callable on demand and issued by the GSIS or by any of the bonding companies accredited by the Supreme Court.</p>
4	No further instructions.
5	<p>No further instructions.</p> <p>The period for correction of defects in the warranty period is fifteen (15) days from notice to the supplier.</p>
6	No further instructions.



Section VI. Schedule of Requirements

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

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

Procurement of Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years				
ITEM AND SPECIFICATION		UOM	Quantity	Delivered, Weeks/Months
1.	Medium Volume Photocopying Machine	units	104 units see attached distribution list (Annex “A”)	Complete supply, delivery and installation of the photocopying machines within forty-five (45) calendar days from the signing of the Contract
2.	High Volume Photocopying Machine	unit		
3.	High Volume Photocopying Machine with an Automatic Booklet Maker/Paper Folding/Stapling	unit		
4.	Finisher	unit		
5.	Conduct on-site training for the different offices, in batches to be determined by the Office of Administrative Services, SC, and provide a User’s Manual to each of the offices	batch	To be determined by OAS, SC	Within ten (10) working days from complete delivery and installation of the photocopying machines

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*



Republic of the Philippines  
Supreme Court  
Manila

### **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;
  - 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 **one hundred four (104) units** to be installed in various offices of the Supreme Court (see Annex A for Distribution List).

APPROVED BUDGET OF THE CONTRACT:

The approved budget for the contract (ABC) is in the amount of Sixty-five Million Six Hundred Sixty-two Thousand Nine Hundred Two Pesos and 29/100 (₱65,662,902.29), inclusive of all applicable taxes.

MINIMUM TECHNICAL SPECIFICATIONS

MEDIUM VOLUME

BRAND NEW MEDIUM VOLUME PHOTOCOYING MACHINE = 53 Units	
FUNCTIONS	<div><div>a. Copy</div><div>b. Print</div><div>c. Scan</div><div>d. Scan to USB Memory</div><div>e. USB Memory Direct Print</div><div>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)</div><div>g. With 100 sheets Reversing Single Pass Feeder</div><div>h. With Automatic Back-to-Back Copy (Duplexing)</div><div>i. With Sorting and Collating</div></div>
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	<div><div>a. Paper Feed cassette trays can accommodate at least 1,000 sheets</div><div>b. Multi-bypass trays</div><div>c. At least four (4) paper feed trays to accommodate up to A3 size of paper</div></div>
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 = 51 Units	
FUNCTIONS	<div>a. Copy</div> <div>b. Print</div> <div>c. Scan</div> <div>d. Scan to USB Memory</div> <div>e. USB Memory Direct Print</div> <div>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)</div> <div>g. With 150 sheets Duplex Single Pass Feeder</div> <div>h. With Automatic Back-to-Back Copy (Duplexing)</div> <div>i. With Sorting and Collating</div> <div>j. Inclusive of Staple Wires</div>
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	<div>a. With Paper Feed Cassette trays that can accommodate at least 2,000 sheets</div> <div>b. Multi-bypass trays</div> <div>c. At least four (4) paper feed trays to accommodate up to A3 size of paper</div>
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. 2<sup>nd</sup> lowest calculated bid - 8 points
    - iii. 3<sup>rd</sup> lowest calculated bid - 6 points
    - iv. 4<sup>th</sup> lowest calculated bid - 4 points
    - v. 5<sup>th</sup> lowest calculated bid - 2 points
    - or more
  - (b) Colored Print (regardless of paper size)
    - i. Lowest calculated bid - 10 points
    - ii. 2<sup>nd</sup> lowest calculated bid - 8 points
    - iii. 3<sup>rd</sup> lowest calculated bid - 6 points
    - iv. 4<sup>th</sup> lowest calculated bid - 4 points
    - v. 5<sup>th</sup> lowest calculated bid - 2 points
    - or more
  - (c) Finisher – Stapling Option
    - i. Lowest calculated bid - 10 points
    - ii. 2<sup>nd</sup> lowest calculated bid - 8 points
    - iii. 3<sup>rd</sup> lowest calculated bid - 6 points
    - iv. 4<sup>th</sup> lowest calculated bid - 4 points
    - v. 5<sup>th</sup> lowest calculated bid - 2 points
    - or more
  - (d) Finisher – 2-hole Punch Option
    - i. Lowest calculated bid - 10 points
    - ii. 2<sup>nd</sup> lowest calculated bid - 8 points
    - iii. 3<sup>rd</sup> lowest calculated bid - 6 points
    - iv. 4<sup>th</sup> lowest calculated bid - 4 points
    - v. 5<sup>th</sup> lowest calculated bid - 2 points
    - or more
  - (e) Finisher – 3-hole Punch Option
    - i. Lowest calculated bid - 10 points
    - ii. 2<sup>nd</sup> lowest calculated bid - 8 points
    - iii. 3<sup>rd</sup> lowest calculated bid - 6 points
    - iv. 4<sup>th</sup> lowest calculated bid - 4 points
    - v. 5<sup>th</sup> 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 Government Procurement Policy Board (GPPB) Guidelines on Renewal of Regular and Recurring Services, i.e., GPPB Resolution No. 06-2022 dated 12 September 2023.
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:**

1. 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.
2. 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.
3. 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.
4. 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).



Section VII-A. Technical Bid Form

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

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

TECHNICAL SPECIFICATIONS: MEDIUM VOLUME

BRAND NEW MEDIUM VOLUME PHOTOCOPYING MACHINE = 53 units			
Brand and Model Offered: _____			
ITEM SPECIFICATION		Supporting Document/s to be provided by bidder	STATEMENT OF COMPLIANCE
GENERAL REQUIREMENTS	a. Brand to be supplied should have a market presence in the Philippines of at least ten (10) years		
	b. Brand to be supplied should have been manufactured by an ISO 9001 or ISO 9002 Factory as to where it is manufactured	Certified True Copy of ISO Certification	
FUNCTIONS	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 wireless capable of connecting simultaneously at least 5 to 10 wireless network devices) g. with 100 sheets Reversing Single Pass Feeder h. with Automatic Back to Back Copy (Duplexing) i. With sorting and collating		
COPY SPEED	Minimum of 45 copies per minute		
PRINT SPEED	Minimum of 45 copies per minute		



SCAN SPEED	45 Originals per minute		
PAPER SIZE	Letter (8.5" x 11"), Legal (8.5" x 13"), A3, A4 & A5		
PAPER CAPACITY	a. Paper Feed cassette trays can accommodate at least 1,000 sheets b. Multibypass trays c. at least four (4) paper feed trays to accommodate up to A3 size of paper		
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		

TECHNICAL SPECIFICATIONS: HIGH VOLUME

BRAND NEW HIGH VOLUME PHOTOCOPYING MACHINE = 51 units			
Brand and Model Offered:_____			
ITEM SPECIFICATION		SUPPORTING DOCUMENT/S	STATEMENT OF COMPLIANCE
GENERAL REQUIREMENTS	a. Brand to be supplied should have a market presence in the Philippines of at least ten (10) years		
	b. Brand to be supplied should have been manufactured by an ISO 9001 or ISO 9002 Factory as to where it is manufactured	Certified True Copy of ISO Certification	
FUNCTIONS	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		



	wireless capable of connecting simultaneously at least 5 to 10 wireless network devices) g. with 150 sheets Duplex Single Pass Feeder h. with Automatic Back to Back Copy (Duplexing) i. with sorting and collating j. Inclusive of Staple Wires		
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 SIZE	Letter (8.5" x 11"), Legal (8.5" x 13"), A3, A4& A5		
PAPER CAPACITY	a. With Paper Feed Cassette Trays that can accommodate at least 2,000 sheets b. Multi-bypass trays c. at least four (4) paper feed trays to accommodate up to A3 size of paper		
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		

I hereby certify to comply and deliver all the above requirements,  
as well as the requirements in the Terms of Reference of Section VII:

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>
TECHNICAL DOCUMENTS		
	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"><li>Copies of the Contracts; <b>and</b></li><li>Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</li></ol> <div><div>❖</div><div><i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></div></div> <div><div>❖</div><div><i>For private contracts, NOA or NTP shall not be required</i></div></div> <div><div>❖</div><div><i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></div></div> <p>(See sample <b>Form VIII-A</b> in <b>Section VIII</b>)</p>
	I-3	<p>Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱32,831,451.15.</p> <p>For this purpose, contracts similar to the Project shall be for procurement of service provider of photocopier machines, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p>(See sample <b>Form VIII-B</b> in <b>Section VIII</b>)</p>





	I-4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration ( <i>use Form VIII-C in Section VIII</i> )
	I-5	Conformity with the Schedule of Requirements ( <i>Accomplish/use form in Section VI</i> )
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable ( <i>use (Accomplish/use form in Section VII-A)</i> )
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (<i>use Form VIII-D in Section VIII</i>);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p><b>and</b> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	<p>Company profile, which shall include information on the:</p> <ol style="list-style-type: none"><li>Number of years in the business, which must <u>at least be five (5) years</u></li><li>List of its officers</li><li>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</li></ol> <p><i>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</i></p>
	I-9	Authority of the representative / signatory, with valid supporting identification cards of the parties
	I-10	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.



	I-11	Proof of ownership of the equipment, such as receipts, importation papers if there is any and/or similar documents
<b>FINANCIAL DOCUMENTS</b>		
	I-12	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> $\text{NFCC} = [(\text{Current Assets minus Current Liabilities}) \times 15] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$ <ul style="list-style-type: none"><li>❖ <i>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></li><li>❖ <i>The NFCC shall be based on the 2022 Audited Financial Statement. Bidders shall attach the 2022 Audited Financial Statement to the NFCC Computation. Failure to attach the 2022 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></li><li>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2022 Audited Financial Statement.</i></li></ul> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱6,566,290.23</p>
<b>Class "B" Document</b>		
	I-13	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <p>c. Filipino ownership or interest of the JV concerned shall be at least 60%; and d. JV Partner who will receive the payment in case the contract is awarded to the JV.</p> <p><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p> <p>d. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful; e. Filipino ownership or interest of the JV concerned shall be at least 60%; or f. JV partner who will receive the payment in case the contract is awarded to the JV.</p> <p><b><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></b></p>



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

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



FORM VIII-A

Sample form only.

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

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

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

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

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

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



FORM VIII-B

Sample form only.

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

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

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

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



FORM VIII-C

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

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

BID SECURING DECLARATION

ITB No. 2024-02	<i>Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years</i>
-----------------	--------------------------------------------------------------------------------------------------------------------

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

I/We, the undersigned, declare that:

- 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.
- I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;



(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

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

\_\_\_\_\_  
Name of Bidder Represented

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

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.



**FORM VIII-D**

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

**OMNIBUS SWORN STATEMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**A F F I D A V I T**

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

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

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent \_\_\_\_\_ [Name of Bidder] in the bidding for the ***Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years;***

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

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



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

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

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

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

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

\_\_\_\_\_ [Name of Bidder] complies with existing labor laws and standards;

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

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the ***Procurement of a Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years.***



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

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

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

\_\_\_\_\_  
AFFIANT/S  
Bidder’s Representative/Authorized Signatory

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

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.



## FORM VIII-E

*Sample form only.*

### ***FINANCIAL BID FORM***

---

Date: \_\_\_\_\_  
Project Identification No: \_\_\_\_\_

*To: [name and address of Procuring Entity]*

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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



The undersigned is authorized to submit the bid on behalf of \_\_\_\_\_ *[name of bidder]* as evidenced by the attached \_\_\_\_\_ *[state the written authority]*.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*[signature and printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address and Telephone Number



FORM VIII – F

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

Bid Price Schedule

104 units of Brand New Photocopying Machines		
53 units of Brand New Medium Volume Photocopying Machine		51 units of Brand New High Volume Photocopying Machine
Brand and model offered:		Brand and model offered:
	DESCRIPTION	CONTRACT PRICE
A	BLACK PRINT (regardless of paper size)	Straight Rate of ₱ _____ per copy inclusive of 12% VAT
B	COLORED PRINT (regardless of paper size)	Straight Rate of ₱ _____ per copy inclusive of 12% VAT
C	FINISHER (Stapling Option)	Straight Rate of ₱ _____ per copy inclusive of 12% VAT
D	FINISHER (2-Hole Punch)	Straight Rate of ₱ _____ per copy inclusive of 12% VAT
E	FINISHER (2-Hole Punch)	Straight Rate of ₱ _____ per copy inclusive of 12% VAT

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**FORM VIII – G****Contract Agreement Form**

**Republic of the Philippines  
Supreme Court  
Manila**

**CONTRACT FOR A SERVICE PROVIDER OF PHOTOCOPIER  
MACHINES FOR THE SUPREME COURT FOR THREE (3) YEARS**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into and executed this \_\_\_\_ day of \_\_\_\_\_ in the City of Manila by and between:

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

-and-

\_\_\_\_\_, a corporation duly organized and existing in accordance with Philippine laws, with principal business address at \_\_\_\_ Street, \_\_\_\_ City, represented by **MR./S.** \_\_\_\_\_, in his/her capacity as the \_\_\_\_\_, of \_\_\_\_\_ **CORPORATION**, hereinafter referred to as the **SERVICE PROVIDER**.

**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on \_\_\_\_\_ an Invitation to Bid for the ***Procurement of Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years***. The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

**WHEREAS**, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on \_\_\_\_\_ and was recommended by the SC-BAC-GS, in its Memorandum dated \_\_\_\_\_, to be awarded the contract for the **Procurement of a Service Provider of Photocopier Machines for the**





**Supreme Court for Three (3) Years**, which recommendation was approved by the Court *en banc* through its Resolution dated \_\_\_\_\_;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

## **ARTICLE I CONTRACT DOCUMENTS**

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

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

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

**1.3 INCIDENTAL ITEMS.** This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

## **ARTICLE II EFFECTIVITY AND TERM OF SERVICE**

**2.1 EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SERVICE PROVIDER** of the Notice to Proceed (NTP) or the effectivity date stated therein, whichever comes later but should in no case be later than seven



(7) calendar days from the issuance of the NTP. Performance of all obligations shall be reckoned from the effectivity date of the Contract. Duration of the contract is three (3) years.

**2.2 DELIVERY DATE.** The goods and services (delivery, installation and maintenance of the branded and brand new photocopying machines) must be delivered in accordance with the Schedule of Requirements (Section VI. Of the Bidding Documents).

**2.3 CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods and services by the **SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay for photocopying services including the supplies in accordance with the price indicated in the Bid Price Schedule.

**2.4 TERMS OF PAYMENT.** 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.

### **ARTICLE III REPRESENTATIONS/WARRANTIES**

**3.1 PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

**3.2 WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.



## ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.
- 4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SERVICE PROVIDER**.
- 4.3 **FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

## ARTICLE V TERMINATION OF CONTRACT

- 5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SERVICE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SERVICE PROVIDER**.
- 5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the



**SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.

- 5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

## ARTICLE VI VENUE OF ACTIONS

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

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

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

**(SERVICE PROVIDER)**

Represented by:

Represented by:

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**(Authorized Representative)**

SIGNED IN THE PRESENCE OF:

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ACKNOWLEDGMENT

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

BEFORE ME personally appeared:

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

known to me to be the same persons who executed the foregoing *Contract for the Service Provider of Photocopier Machines for the Supreme Court for Three (3) Years* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of six (6) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at the City of Manila, Philippines.

NOTARY PUBLIC